

**City of Miami Beach - City Commission Meeting**  
**Commission Chambers, 3rd Floor, City Hall**  
**1700 Convention Center Drive**  
**February 23, 2005**

Mayor David Dermer  
Vice-Mayor Simon Cruz  
Commissioner Matti Herrera Bower  
Commissioner Luis R. Garcia, Jr.  
Commissioner Saul Gross  
Commissioner Jose Smith  
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez  
City Attorney Murray H. Dubbin  
City Clerk Robert E. Parcher

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**ATTENTION ALL LOBBYISTS**

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Call to Order - 9:00 a.m.  
Inspirational Message, Pledge of Allegiance  
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports  
C4 Commission Committee Assignments  
C6 Commission Committee Reports  
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports  
R5 Ordinances  
R6 Commission Committee Reports  
R7 Resolutions  
R9 New Business and Commission Requests  
R10 City Attorney Reports

Reports and Informational Items

**Miami Beach**



**2003**

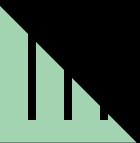
*"We are committed to providing excellent public service  
and safety to all who live, work, and play in our vibrant, tropical, historic community."*

**PA - Presentations and Awards**

- PA1 Certificates Of Appreciation To Be Presented To Alfredo J. Gonzalez, Adrian Gonzalez, Alejandro Gonzalez, Maria F. Gonzalez And Alfredo Gonzalez Sr. Of David's Café, For Their Contribution To The Quality Of Life In City Of Miami Beach. (Page 1)  
(Requested by Commissioner Matti Herrera Bower & Vice-Mayor Simon Cruz)
- PA2 Proclamation Declaring February 2005 Black History Month.  
(Requested by Mayor David Dermer)
- PA3 Certificates Of Appreciation To Be Presented To Begona F. Calcerrada And The Blue Foundation For A Healthy Florida, And A Check To Unidad Of Miami Beach And The North Beach Health Coalition Will Be Presented.  
(Requested by Commissioner Matti Herrera Bower)
- PA4 Certificate Of Appreciation To Be Presented To Christina M. Cuervo, Assistant City Manager, For Years Of Service To The City Of Miami Beach.  
(City Manager's Office)
- PA5 Certificate Of Appreciation To Be Presented To Gary Knight, For His Years Of Service On The Design Review Board.  
(Requested by Commissioner Matti Herrera Bower)
- PA6 Proclamation To Be Presented To Jeffrey Motola, Officer Of The Year, For His Valuable And Distinguished Service To The City Of Miami Beach.  
(Requested by Commissioner Richard L. Steinberg)

**CONSENT AGENDA**

**Action:**  
**Moved:**  
**Seconded:**  
**Vote:**

**C4 - Commission Committee Assignments**

- C4A Referral To The Neighborhood/Community Affairs Committee Meeting - An Ordinance Relating To Watercraft; Amending Chapter 66 By Enacting A New Section 66-8 Regulating The Mooring And Anchoring Of Watercraft Within The Boundaries Of The City; Prohibiting Anchoring Or Mooring For Nonnavigational Purposes; Defining Nonnavigational Purposes; Establishing A Penalty For Violation; Providing For Repealer Of All Conflicting Ordinances, Rules And Regulations; Providing For Codification And A Severance Clause; And Setting An Effective Date. (Page 4)  
(Requested by Commissioner Jose Smith)
- C4B Referral To The Land Use And Development Committee - Discussion Regarding Long-Term Storage Of "PODS." (Page 8)  
(Requested by Commissioner Jose Smith)
- C4C Referral To The Finance And Citywide Projects Committee - Discussion Regarding Funding Assistance For The Miami Beach Community Health Center. (Page 10)  
(Requested by Commissioner Jose Smith)
- C4D Referral To The Finance And Citywide Projects Committee - Discussion Regarding The City's Plans For Street Improvements. (Page 12)  
(Requested by Commissioner Jose Smith)
- C4E Referral To The Planning Board To Consider Setting Specific Standards For Additions To Buildings In Historic Districts. (Page 14)  
(Requested by Commissioner Saul Gross)
- C4F Referral To The Land Use And Development Committee Or The Neighborhood/Community Affairs Committee - The Galeria Condominium's Request To Amend City Code Section 142-1134 Regarding Tennis Court And Light Restrictions Between 8:00 P.M. And 8:00 A.M. (Page 16)  
(Requested by Commissioner Saul Gross)
- C4G Referral To The Neighborhood/Community Affairs Committee - Discussion Regarding The Scheduling Of Commission Meeting Dates. (Page 18)  
(City Clerk's Office)

**C6 - Commission Committee Reports**

- C6A Report Of The Neighborhood/Community Affairs Committee Meeting Of January 26, 2005: **1)** Discussion Regarding The Programming, Scheduling, And Usage Of The North Shore Park And Youth Center; And **2)** Discussion Regarding Amending Ordinance Number 2003-3411 By Amending The Restrictions On The Locations Where Panhandling Is Prohibited And Providing For Repealer, Severability, And An Effective Date. (Page 21)

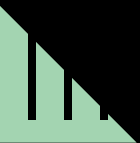
**C6 - Commission Committee Reports** (Continued)

- C6B Report Of The Joint Finance And Citywide Projects Committee And The Land Use And Development Committee Meeting Of January 27, 2005: **1)** Discussion Regarding Automated External Defibrillators; **2)** Discussion Regarding The Miami-Dade Transit (MDT) Proposal To Operate The City's Local Transit Circulator System (Route W) As A South Beach Circulator; **3)** Discussion Regarding The Miami City Ballet Ground Lease And Request To Consent To Leasehold Mortgage; **4)** Discussion Regarding The Future Uses And Economic Impact Of The Jackie Gleason Theater; **5)** Discussion Regarding The Appropriation Of Funds From Gulf Breeze Loan Interest And Middle Beach Quality Of Life Funds To Provide For Change Orders, Project Contingency And Additional Services To Complete The Miami Beach Golf Course Clubhouse Project; And **6)** Discussion Regarding The Vending Machines And Corporate Sponsorship Program Request For Proposals. (Page 25)
- C6C Report Of The General Obligation Bond Oversight Committee Meeting Of February 1, 2005: **1)** Contingency Report; **2)** Project Status Report: A) Fire Station No. 2; B) Fire Station No. 4; C) Normandy Isle Park And Pool; And **3)** Informational Items: A) Updated Calendar Of Scheduled Community Meetings. (Page 37)
- C6D Report Of The Land Use And Development Committee Meeting Of February 14, 2005: **1)** Discussion Regarding Proposed Ordinance For Elderly Housing Minimum Unit Size; And **2)** Discussion Regarding And Ordinance Amendment Defining The Parameters For Nonconforming Buildings. (Page 47)
- C6E Report Of The Special Finance And Citywide Projects Committee Meeting Of February 14, 2005: **1)** Discussion Regarding The Potamkin Development Agreement. (Page 49)

**C7 - Resolutions**

- C7A A Resolution Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Qualifications Received Pursuant To Request For Qualifications (RFQ) No. 41-03/04, For Urban Design, Landscape Architecture, And Engineering Services For Design, And Construction Administration Services For Streetscape And Utility Improvements In The North Shore Neighborhood; Authorizing The Administration To Enter Into Negotiations With The Top-Ranked Firm Of Calvin, Giordano & Associates, Inc.; And Should The Administration Not Be Able To Negotiate An Agreement With The Top-Ranked Firm, Authorizing The Administration To Negotiate With The Second-Ranked Firm Of APCT Engineers; And Should The Administration Not Be Able To Negotiate An Agreement With The Second-Ranked Firm, Further Authorizing The Administration To Negotiate With The Third Ranked Firm Of EAC Consulting. (Page 54)  
(Capital Improvement Projects)



**C7 - Resolutions** (Continued)

- C7B A Resolution Reallocating Funds, In The Amount Of \$65,000, From The Nautilus Neighborhood Project Contingency, To Provide For Additional Services To Reynolds Smith And Hills To Complete The Design Of The Project. (Page 65)  
(Capital Improvement Projects)
- C7C A Resolution Reallocating Funds, In The Amount Of \$42,000, From The La Gorce Neighborhood Project Contingency, To Provide For Additional Services To Reynolds Smith And Hills To Complete The Design Of The Project. (Page 100)  
(Capital Improvement Projects)
- C7D A Resolution Electing Commissioner Luis R. Garcia, Jr. As Vice-Mayor For A Term Commencing On March 1, 2005, And Terminating On June 30, 2005, Or On Such Date When A New Vice-Mayor Is Thereafter Elected. (Page 123)  
(City Clerk's Office)
- C7E A Resolution Consenting To The Appointment Of Max Sklar As Director Of Tourism And Cultural Development. (Page 126)  
(City Manager's Office)
- C7F A Resolution Authorizing The Issuance Of A Request For Proposals (RFP) For Broker/Agent Services To Provide Assistance In Determining The City's Employee Benefits Program. (Page 137)  
(Human Resources)
- C7G A Resolution Authorizing The Mayor And City Clerk, To Execute A Change Order To The Communications System Agreement Between Motorola, Inc. And The City Of Miami Beach, Approved By The City Commission On April 30, 2003, In The Amount Of \$98,343.69, For A Total Communications System Agreement Of \$8,493,933.69, Which Will Incorporate The Following Changes: Purchase Of The Motorola, Inc. FM200 Fire Protection System Option For The Two Radio Communication Shelters (Parkview Point Condominium And Council Towers); Relocation Of The Prime Site Equipment Room To The City's 911-Dispatch Center; Relocation Of The Power-Pac Ups System Located At The Parkview Point, At The Request Of The Parkview Point Condominium Residents, To The Mechanical Equipment Room; And Addition Of A Project Extension Of Two Weeks Due To Delays Caused By Hurricanes Frances And Jeanne. (Page 142)  
(Information Technology)
- C7H A Resolution Authorizing The Purchase Of A 10-Year Warranty Agreement For The Sports Field And Court Lighting Systems At The North Shore Park Athletic Field And Tennis Center From Musco Lighting, The Sole Source Provider Of The Warranty For The Musco Lighting Equipment Installed In The Original Construction Of The North Shore Park, At A Total Cost Of \$41,300. (Page 149)  
(Parks & Recreation)

**C7 - Resolutions** (Continued)

- C7I A Resolution Setting A Public Hearing To Consider The Proposed Designation Of The Flamingo Waterway Historic District By Amending The Land Development Regulations Of The Miami Beach City Code; Amending Section 118-593, "Historic Preservation Designation"; Amending Section 118-593(E), "Delineation On Zoning Map"; Amending Section 118-593(E)(2), "Historic Preservation Districts (HPD)" By Designating The Flamingo Waterway Historic District, Consisting Of A Certain Area Which Is Generally Bounded By The Center Line Of West 47th Street To The South, The Eastern Right-Of-Way Line Of Pinetree Drive To The East, The Northern Lot Line Of 4816 Pinetree Drive To The North, The Western Lot Line Of 353 West 47th Street To The West, And The Eastern Bulkhead Lines Of The Flamingo Waterway And Lake Surprise To The Northwest, As More Particularly Described In The Ordinance. (Page 154)  
(Planning Department)
- C7J A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With The Village Of Miami Shores, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And The City Of Miami Shores. (Page 161)  
(Police Department)
- C7K A Resolution Authorizing The Mayor, Or His Designee, And The City Clerk To Execute A Mutual Aid Agreement With Indian Creek Village, Florida, For The Purpose Of Coordinating Law Enforcement Planning, Operations, And Mutual Aid Benefit Between The City Of Miami Beach And Indian Creek Village. (Page 170)  
(Police Department)
- C7L A Resolution Approving And Authorizing The Placement Of Thirteen (13) Banners For The FAB Fest Event, To Be Held Friday, March 4, 2005, At Bayfront Park, In The City Of Miami, As Requested By The Applicant At The Following Locations: Eight (8) On The Macarthur Causeway; Five (5) On The Julia Tuttle Causeway; Said Banners To Be Affixed To Light Poles In The Public Right-Of-Way; Measuring 3 Feet X 7 Feet; Having Copy And Design As Shown On The Attached Drawings; And To Be Installed And Removed In Accordance With All Other Applicable City Requirements; The Administration Further Recommends That These Banners Be Installed No Earlier Thursday, February 24 And Removed No Later Than Friday, March 4, 2005. (Page 181)  
(Tourism & Cultural Development)
- C7M A Resolution Approving The Appropriation Of \$30,000 In Concurrency Mitigation / North Beach Funds For General Traffic And Transportation Engineering Consulting Services In North Beach.  
(Page 190)  
(Public Works)

**C7 - Resolutions** (Continued)

- C7N A Resolution Waiving, By 5/7ths Vote, Formal Competitive Bidding Requirements, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager, Through His Designee, Who Shall Be The City's Director, Property Management Division, A Licensed General Contractor, To Select, Negotiate, And Award All Contracts, Agreements, Purchase Orders, And Change Orders For The Purchase Of All Necessary Goods And Services (Construction And Professional) Relative To The Richmond Hotel Beachwalk Extension Project; Providing That All Documents Be Reviewed By The Appropriate Members Of The Administration And City Attorney's Office, And Shall Contain Those Minimum Terms And Conditions As Set Forth In This Resolution; And Further Authorizing The Mayor And City Clerk To Execute Any And All Agreements Relative To The Aforestated Project. (Page 195)  
(Public Works)
- C7O A Resolution Waiving, By 5/7ths Vote, Formal Competitive Bidding Requirements, Finding Such Waiver To Be In The Best Interest Of The City, And Authorizing The City Manager, Through His Designee, Who Shall Be The City's Property Management Director, A Licensed General Contractor, To Select, Negotiate, And Award All Contracts, Agreements, Purchase Orders, And Change Orders For The Purchase Of All Necessary Goods And Services (Construction And Professional) Relative To The Structural Floor Replacement Of Fire Station #1 And Fire Station #3 Project; Providing That All Documents Be Reviewed By The Appropriate Members Of The Administration And City Attorney's Office, And Shall Contain Those Minimum Terms And Conditions As Set Forth In This Resolution; And Further Authorizing The Mayor And City Clerk To Execute Any And All Agreements Relative To The Aforestated Project. (Page 200)  
(Public Works)
- C7P A Resolution Authorizing The Administration To Submit A Grant Application For The \$150,000 Municipal Grant Program Of The Miami-Dade County Metropolitan Planning Organization (MPO), For A Coastal Communities Transportation Master Plan Study, Which Is Estimated To Cost \$275,000; With The Understanding That, If The Grant Is Awarded, There Will Be A Shared Local Matching Fund Obligation; And That The Study Will Be Conducted By The MPO, On Behalf Of The Seven Coastal Communities Involved In The Effort. (Page 205)  
(Public Works)

**End of Consent Agenda**



## PA - Presentations and Awards

PA1 Certificates Of Appreciation To Be Presented To Alfredo J. Gonzalez, Adrian Gonzalez, Alejandro Gonzalez, Maria F. Gonzalez And Alfredo Gonzalez Sr. Of David's Café, For Their Contribution To The Quality Of Life In City Of Miami Beach.

(Requested by Commissioner Matti Herrera Bower & Commissioner Simon Cruz)

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(Requested by Mayor David Dermer)

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(City Manager's Office)

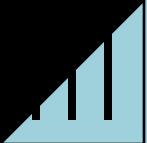
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(Requested by Commissioner Matti Herrera Bower)

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(Requested by Commissioner Richard L. Steinberg)

AGENDA ITEM \_\_\_\_\_  
DATE \_\_\_\_\_



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**C4**  
**Comm. Committee**  
**Assignments**



RECEIVED  
**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSIONER**  
CITY MANAGERS OFF,  
BY  
**MEMORANDUM**

**TO:** JORGE M. GONZALEZ  
CITY MANAGER

**FROM:** JOSE SMITH  
COMMISSIONER JS

**DATE:** February 4, 2005

**RE:** AGENDA ITEM  
MOORING AND ANCHORING OF VESSELS

Please refer the attached ordinance for discussion at the next Neighborhoods/ Community Affairs Committee meeting.

Thank you.

JS/els

Agenda Item C4A  
Date 2-23-05

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RELATING TO WATERCRAFT; AMENDING CHAPTER 66 BY ENACTING A NEW SECTION 66-8 REGULATING THE MOORING AND ANCHORING OF WATERCRAFT WITHIN THE BOUNDARIES OF THE CITY; PROHIBITING ANCHORING OR MOORING FOR NONNAVIGATIONAL PURPOSES; DEFINING NONNAVIGATIONAL PURPOSES; ESTABLISHING A PENALTY FOR VIOLATION; PROVIDING FOR REPEALER OF ALL CONFLICTING ORDINANCES, RULES AND REGULATIONS; PROVIDING FOR CODIFICATION AND A SEVERANCE CLAUSE; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission finds and declares that the proliferation of watercraft in the waters of Biscayne Bay within the boundaries of the City have had and have a deleterious effect upon the health, safety and welfare of the residents of the City in that they: potentially serve as a source for pollution and contamination through discharge of human waste as well as garbage, refuse, debris, petroleum products and other obnoxious materials; constitute esthetic pollution, being unsightly and interfering with views and enjoyment by the public of the beautiful vistas of Biscayne Bay; constitute a nuisance and invasions of the privacy of homeowners and other residents of property adjacent or proximate to the Bay; constitute a threat to the safety, health and welfare of residents of the City through unregulated activity upon and aboard such watercraft; and numerous other problems and disadvantages which adversely affect the quality of life of the residents and visitors to the City; and

**WHEREAS**, it is the intent of the City to mitigate the adverse impact of anchored or moored watercraft, recognizing that the State of Florida has established a preemption of regulation of certain activity under Section 327.60 Florida Statutes and the Florida Administrative Code R68D-23.101(3) which addresses vessels "in navigation" but permit local regulation of stationary vessels, not "in navigation"; and

**WHEREAS**, the City has conducted studies and observed the advent of vessels not in navigation.

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE MAYOR AND MEMBERS OF THE COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:**

**SECTION ONE.**

The above findings are adopted and made a part of this Ordinance.

## **SECTION TWO.**

Chapter 66 of the Code of Ordinances of the City is hereby amended by the addition of a new section 66-8 to read:

### **Sec. 66-8 Vessels not in Navigation.**

- a. A non-live aboard vessel not "in navigation," or "not engaged in the exercise of the rights of navigation," is defined as one that has been anchored at one or more locations within the boundaries of the city for seven (7) consecutive days.
- b. A non-live aboard vessel not in navigation, or not engaged in the exercise of the rights of navigation, is prohibited from anchoring or mooring within one or more locations within the boundaries of the city for more than seven (7) consecutive days, provided that such prohibition shall not prevent a non-live aboard vessel from addressing a bona-fide emergency, or locating within designated anchoring and mooring areas. This section shall not apply to vessels significantly moored to or docked at private property with the consent of the property owner, whether or not also anchored to secure the vessel.

## **SECTION THREE. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

## **SECTION FOUR. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

## **SECTION FIVE. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

## **SECTION SIX. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.

**PASSED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

APPROVED AS TO  
FORM AND LANGUAGE  
& FOR EXECUTION

*M. H. Dublin*      2-15-05  
City Attorney      Date

First Reading:  
Second Reading:

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**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**

RECEIVED  
2005 FEB 18 AM 10:00  
CITY MANAGER'S OFFICE  
MEMORANDUM  
BY \_\_\_\_\_

**TO: JORGE M. GONZALEZ**  
**CITY MANAGER**

**MURRAY DUBBIN**  
**CITY ATTORNEY**

**FROM: JOSE SMITH**  
**COMMISSIONER**

**DATE: February 17, 2005**

**RE: PODS**

Please place on the February 23, 2005 Commission agenda a referral to the Land Use and Development Committee regarding long-term storage of "PODS". I have attached photographs to illustrate the problem. Please note the use of the POD to advertise the company. I would like the City Attorney and the Planning Department to draft appropriate legislation on how to regulate this practice.

Thank you.

JS/els

Agenda Item C4B  
Date 2-23-05

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2005 FEB 23 10:16  
CITY OF MIAMI BEACH  
OFFICE OF THE MAYOR & COMMISSION

CITY MANAGERS OFFICE  
MEMORANDUM  
BY \_\_\_\_\_

**TO:** JORGE M. GONZALEZ  
CITY MANAGER

**FROM:** JOSE SMITH  
COMMISSIONER JS

**DATE:** February 17, 2005

**RE:** MIAMI BEACH COMMUNITY HEALTH CENTER

I would like to refer to the Finance and Citywide Projects Committee a discussion regarding funding assistance for the Miami Beach Community Health Center initiatives which provide medical and nursing care to needy children at Miami Beach public schools.

Thank you.

JS/els

Agenda Item C4C  
Date 2-23-05



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2005 FEB 18 AM 10:06

**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
BY \_\_\_\_\_

**MEMORANDUM**

**TO:** JORGE M. GONZALEZ  
CITY MANAGER

**FROM:** JOSE SMITH  
COMMISSIONER JS

**DATE:** February 17, 2005

**RE:** STREET IMPROVEMENTS

Please refer to the Finance and Citywide Projects Committee a discussion on the City's plans to make necessary improvements to streets not covered by the G.O. Bond.

Thank you.

JS/els

Agenda Item C4D  
Date 2-23-05

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C: Tim  
J. Gomez  
CMC  
Lilia

**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
**MEMORANDUM**

**TO:** Jorge M. Gonzalez  
City Manager

**FROM:** Saul Gross *Saul*  
Commissioner

**DATE:** February 18, 2005

**RE:** Agenda Item

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Please place on the Consent Agenda for the February 23 City Commission Meeting, a referral to the Planning Board to consider setting **specific standards** for additions to buildings in historic districts, to ensure that a) the height and massing of the addition is sensitive to, and compatible with, adjacent buildings; and b) property owners have more certainty as to what standards will be applied by the Historic Preservation Board, so the process isn't so unpredictable.

SG/ml

Agenda Item C4E  
Date 2-23-05

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C: RCM  
Gomez  
cmc  
Lilia  
Tim

**CITY OF MIAMI BEACH**  
**OFFICE OF THE MAYOR & COMMISSION**  
**MEMORANDUM**

**TO: Jorge M. Gonzalez**  
**City Manager**

**FROM: Saul Gross** *Saul*  
**Commissioner**

**DATE: February 18, 2005**

**RE: Agenda Item**

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The Galeria Condominium at 5415 Collins Ave is complaining that the residents on the north side of their building are being disturbed by the noise and court lights coming from night time use of the tennis court on the property immediately to the north of theirs. They are requesting that Section 142-1134 of the City Code that already regulates tennis courts be amended to provide that tennis courts and accessory lighting fixtures within 50 feet of an adjoining apartment building in an RM-3 district not be used between 8:00 pm and 8:00 am.

Please place on the Consent Agenda for the February 23rd City Commission Meeting, a referral of this proposed amendment to the Land Use Committee or the Neighborhoods Committee.

SG/ml

**Agenda Item** C4F  
**Date** 2-23-05

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

*Rep. for*

**Subject:** REFERRAL TO THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE –  
DISCUSSION REGARDING THE SCHEDULING OF COMMISSION MEETING DATES.

### ADMINISTRATION RECOMMENDATION

Refer the item.

### ANALYSIS

At the January 12, 2005 Committee of the Whole meeting, Mayor Dermer solicited input regarding the scheduling of one City Commission meeting a month with the exception of the August recess, July and September to set the tentative and final millage and to approve the budget, and November of election years if a runoff election is required. Although there was general acceptance of this concept, no formal action was taken. Commissioner Garcia suggested that the Commission schedule Commission meetings after 5 p.m. to deal with all Commission Agenda items with the exception of land use items, and have either one or two meetings a month after 5 p.m., if needed, for the land use items.

The Administration is preparing and will make a presentation at the committee meeting.

*JGM*  
JGM/REP

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Agenda Item C46  
Date 2-23-05

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# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature of Jorge M. Gonzalez.

**Subject:** **REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS  
COMMITTEE MEETING HELD ON WEDNESDAY, JANUARY  
26, 2005.**

A meeting of the Neighborhood/Community Affairs Committee was held on Wednesday, January 26, 2005 at 2:30 p.m. in the Mayor's Conference Room. Commissioners in attendance: Matti Herrera Bower, Richard L. Steinberg, Saul Gross, Luis R. Garcia, Jr., and Jose Smith. City staff in attendance: Jorge M. Gonzalez, City Manager; Robert Middaugh, Assistant City Manager; Vivian P. Guzman, Director – Neighborhood Services; Kevin Smith, Director – Parks and Recreation; Gary Held, First Assistant City Attorney; Sheri Sack, First Assistant City Attorney; Jimmy McMillion, Special Projects Coordinator – Neighborhood Services; John DiCenso, Police Division Major; Julio Magrisso, Assistant Director – Parks and Recreation; Margarita Alcon; Dolores Mejia; and Randi MacBride. Others in attendance are listed in the attached sign-in sheet.

### **1. DISCUSSION REGARDING THE PROGRAMMING, SCHEDULING, AND USAGE OF THE NORTH SHORE PARK AND YOUTH CENTER.**

Kevin Smith, Director - Parks and Recreation gave an overview of the steady growth of the North Shore Park and Youth Center since it opened in June 2004 for the summer program. Partnership has been established with Unidad to assist in the scholarship process and they are actively working to establish additional partnerships throughout the city, not just the north end.

Commissioner Luis R. Garcia, Jr. expressed concern that the facility is not as open to the public as he envisioned. He would like to see the building open for general use and if someone wants to participate in an organized program requiring instructors, there would be a charge and make available scholarships or sponsorships.

Kevin Smith explained that the gym is available for free. The after-school program which is a structured program, is occupying the facility until 5:30 pm. The gym and game-room are then available for youth to use for free until 8:00 pm. At 8:00 pm the gym opens for adults until 9:00 pm for a nominal fee.

Commissioner Jose Smith stated that the meeting is to discuss programming and what the City is doing to attract people. He acknowledged that he has recently seen more banners and signs out there, reaching out to the community.

City Manager Jorge Gonzalez indicated that there was a concern about the application process to determine the eligibility for the free and reduced fees. The application form will be reviewed and revised to assure that it is not burdensome or overly intrusive. In an effort to

**Agenda Item** CGA  
**Date** 2-23-05

streamline this process, Unidad which does a number of other programs outside of the youth center and has its own screening process has agreed to partner with the City to do eligibility screening for City programs. Additionally, if a child receives free or reduced lunch then they are eligible.

Commissioner Garcia reiterated his opinion that this is a municipal building and should be free to all. Mr. Gonzalez explained that the youth programs are fee based for the organized activities.

Kevin Smith clarified that the baseball field is available to all without a fee unless they want to reserve the field for four hours. There is also the option of having the field lined and manicured for an additional cost.

Robert C. Middaugh described an additional construction phase that will include bathrooms, concession stand, tot lot, and a multi-purpose court which will be in the area where the current parking lot is located.

Commissioner Garcia expressed his concern that the center is not available right after school because it is occupied by the after-school program. He stated that children and teens need somewhere to go after school to stay out of trouble and not everyone wants to participate in an organized activity. In fact, some may not be able to afford it and do not wish to ask for assistance. He would like to see some resolution for this problem. He currently believes that there are not enough basketball courts.

Julio Magrisso responded to Commissioner Bower's question as to when the facility is open on the weekends. On Saturday the entire facility is open and free from 9:00 am to 5:00 pm for youth. On Sunday, the gym is open from 11:00 am to 7:00 pm. Currently there is just not a sufficient turn out for additional services to be open. Surveys have shown that people do not attend on the weekends because it is considered a stay-at-home family day.

Mr. Gonzalez explained that the purpose of this meeting was to report on the programming and use of the facility at the North Shore Park and Youth Center. The programming is no different and probably is more expansive than some of the other facilities around the City because it has more activities and facilities available and will continue to grow. Upcoming events include a Movie in the Park and Sports Expo.

Commissioner Bower raised a question on instructor fees and payments.

The Committee asked that the Administration revisit the methods and policies for contracted instructors for possible improvements in cost and selection and report back at a future meeting.

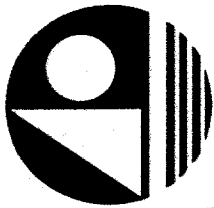
**2. DISCUSSION REGARDING AMENDING ORDINANCE NUMBER 2003-3411 BY AMENDING THE RESTRICTIONS ON THE LOCATIONS WHERE PANHANDLING IS PROHIBITED AND PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**Action:** The Committee moved that the ordinance be revised by the Legal Department with the removal of items 1-4 which designates specific areas where panhandling shall be considered as unlawful. The ordinance will then be brought to the meeting of the full city commission.

JMG/RSM/VP/RFM

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Attachments



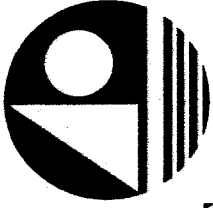
**CITY OF MIAMI BEACH  
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**

January 26, 2005

SIGN-IN SHEET

PLEASE PRINT LEGIBLY

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Jimmy McMillion	Neighborhood Service	X 6805	
John Di Cenzo	Police	X 5359	
GABRIELLA PEDREAN	RESIDENT / RICARD PARK	305 695 0913	DECONILLAC@HOTMAIL.COM
Sheri Sack	LEGAL	7470	
Gary Heed	"	"	
JOE FONTANA	Mr. Beach City Board	305 861-0054	305 861-0659
JULIO MAGRISSE	PARKS & REC.	6960	7725
AC [Signature]	Support	305 538 9700	x 202
JOSE BERMUDEZ	CMB	6157	7096
[Signature]	CMB PARK	7730	7725



**CITY OF MIAMI BEACH**  
**NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE**

January 26, 2005

**SIGN-IN SHEET**

**PLEASE PRINT LEGIBLY**

NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL
Robert Middelburg	CMB	6103	
Matthew Spitzer			
Richard Skinsberg	CMB	7103	
Walter Alcon	CMB	60437	
Saul Green	CMB	7104	
Luis Garcia	CMB	7105	
Dolores M. Mejia	CMB	6834	
JRL Smith	CMB	7106	
JMG	CMB		



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
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## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REPORT OF THE JOINT FINANCE AND CITYWIDE PROJECTS COMMITTEE  
AND THE LAND USE AND DEVELOPMENT COMMITTEE MEETING OF  
JANUARY 27, 2005.**

A joint meeting of the Finance and Citywide Projects Committee and the Land Use and Development Committee was held on January 27, 2005 at 2:44 p.m. in the City Manager's Large Conference Room.

### JOINT ITEM:

#### **1. Discussion regarding Automated External Defibrillators (AED's).**

### ACTION

**The Joint Committees referred this item to the Neighborhood/Community Affairs Committee.**

Finance and Citywide Projects Committee Chairman Jose Smith and Fire Chief Floyd Jordan introduced and summarized the item. Chairman Smith stated that he had proposed that the City Attorney's Office draft an Ordinance consistent with what other municipalities in South Florida have done regarding the placement of AED's in heavily populated public areas to ensure the safety of the City's residents and tourists.

Fire Rescue Division Chief Christopher Parrino gave a PowerPoint presentation (copy available in City Clerk's Office) summarizing the benefits of AED's.

Chief Parrino stated that the City currently has AED's placed at the following sites:

- Fire Emergency Medical Service Trucks;
- Miami Beach Golf Course and Clubhouse;
- Normandy Golf Course;
- Convention Center (2 AED's);
- Jackie Gleason Theater of Performing Arts;
- Parks and Recreation City-Owned Pools; and,
- Special Events throughout the City.

**Agenda Item** CGB

**Date** 2-23-05

Mr. Elliot Fisch, President of AED Now!, Inc., gave a PowerPoint presentation (copy available in the City Clerk's Office) entitled "The Use of AED's as Part of a Public Access Defibrillation Program." Mr. Fisch also gave a demonstration on how to use an AED device.

Chief Parrino stated that an AED can currently only be purchased and placed into service with a Doctor's authorization. Chief Parrino added that AED devices currently sell from a price range of \$900 to \$2,400.

Commissioner Matti Herrera Bower stated that, if the City were contemplating the placement of AED devices in heavily populated public areas, the City would have to begin an education campaign in order to educate the public on the benefits and proper use of an AED.

Land Use and Development Committee Chairman Luis R. Garcia, Jr. stated that AED's are beneficial life-saving devices to have at sporting events, particularly at high school football games, where a sudden collision to the chest could lead to Sudden Cardiac Arrest (SCA); however, he stated that statistics show that the chances of anyone surviving SCA are minimal.

Chairman Smith stated that ordinances requiring the placement of AED's in certain buildings in the City of Weston and the City of Coral Springs passed with minimal resistance. Chairman Smith added that the approximate cost of \$1,000, to a large building or public venue, for an AED device is minimal, considering that the device can potentially save a life.

Chairman Garcia stated that if an ordinance requiring the placement of AED's in certain public buildings were to pass, the City would have to inspect the devices as the City inspects the placement/use of fire extinguishers.

City Manager Jorge M. Gonzalez commended Chairman Smith for his efforts in sponsoring the proposed ordinance. Mr. Gonzalez stated that the City could pursue the placement of AED's initially in public buildings and subsequently, in privately owned areas where people congregate.

Finance and Citywide Projects Committee Vice-Chairman Richard L. Steinberg stated that before this proposed ordinance is passed, he would like to see the Administration reach out to the community and associations that would be most effected as a result of the ordinance's passage.

Commissioner Bower stated that she would like to see a draft ordinance referred to the Neighborhood/Community Affairs Committee for their review. Commissioner Bower added that after initial review of the ordinance by the Neighborhood/Community Affairs Committee, the City could obtain feedback from the community.

#### **FINANCE AND CITYWIDE PROJECTS COMMITTEE ITEMS:**

#### **NEW BUSINESS:**

2. Discussion regarding the Miami-Dade Transit (MDT) proposal to operate the City's Local Transit Circulator System (Route W) as a South Beach Circulator.

## **ACTION**

**The Committee requested that the Miami Beach elected officials, with Commissioner Bower serving as a liaison, seek the assistance of Miami-Dade County elected officials, to make it possible for the City of Miami Beach to operate a Bi-Directional Local Transit Circulator (Route W) in South Beach in lieu of Miami-Dade Transit's proposal.**

**The Committee directed the Administration to report back to the City Commission at the February 23, 2005 regularly scheduled meeting with a summary of the discussions with Miami-Dade County and a recommendation for appropriate City action.**

Mr. Gonzalez introduced and summarized the item. Mr. Gonzalez stated that the City of Miami Beach and Miami-Dade County have met several times to discuss the notion of capitalizing on the Peoples Transportation Program (PTP) tax by combining and coordinating transit resources, rather than continuing to operate in competition for much of the same ridership.

Mr. Gonzalez further stated that the City Commission had directed the Administration to explore alternatives to the Electrowave Shuttle Bus Service (Electrowave). Mr. Gonzalez added that the inquiry of alternative services to the Electrowave was not an indication, in any part of dissatisfaction with the service provided, but rather as an exploration of PTP mandated enhancements to Miami Beach bus services.

Mr. Gonzalez introduced Mr. Robert Pearsall from MDT.

Mr. Gonzalez added that after several meetings with MDT, a proposed Scope of Services was agreed upon where the desired enhanced bi-directional Local Transit Circulator System (Route W) would be achieved by MDT becoming the contractor providing shuttle services on South Beach instead of the current contractor for the Electrowave, Miami Beach Transportation Management Association (MBTMA). This enhanced route would be achieved with MDT utilizing smaller low-floor buses with the City contributing a yearly dollar amount for the operation of the bus service.

Assistant City Manager Robert C. Middaugh stated that the proposed Scope of Services would maintain the Electrowave's current fare of .25 cents.

The Committee discussed the three options proposed by MDT and current MBTMA operations.

Commissioner Garcia stated that he had attended this morning's Miami-Dade County Commission Meeting where discussions and decisions pertaining to PTP funds had occurred. Commissioner Garcia stated that when the electorate voted for the PTP tax, Miami-Dade County had stated that this tax would be used for new transportation services and projects; yet, subsequently this morning the County has voted to cover cost shortages dating back to 2001 with PTP funds. Commissioner Garcia added that he currently has no trust in the County government, as they keep making and breaking their promises.

Commissioner Garcia added that while he admires the City Manager and believes the City Manager has honorable intentions with this proposal, the City is dealing with dishonorable people at the County.

Chairman Smith stated that he is concerned with the perception that the County has pulled a bait and switch with the PTP funds.

Commissioner Garcia proposed that the City of Miami Beach operate the Bi-Directional Local Transit Circulator (Route W) in South Beach with the City's current service provider in lieu of Miami-Dade Transit's proposal.

Public Works Director Fred Beckmann stated that the City's current Inter-Local Agreement with the County prohibits the City from operating a circular/loop route in South Beach because it is in direct competition with the County. Mr. Beckmann added that the City has requested that it be allowed to operate a route very similar to the current W route but has been told by the County that the County will not abandon the current W route or permit the City to provide service to that area.

Mr. Gonzalez added that the City will have to make a determination where it is best served, financially/economically and from a quality of life perspective. Mr. Gonzalez additionally stated that if the City maintains the current service provider of the Electrowave with the current allowable route, costs will run approximately \$3.5 million a year versus \$2.5 million if the County runs a circular service.

The following individuals addressed the Committee:

Maria Alonso, Andres Aguirre, Joe Fontana, David Vaughn (MBTMA), Robert Warren (MBTMA), Judy Evans (MBTMA), Diane Tompson, Erika Brigham (MBTMA), Stanley Shapiro, Jeff Grant, and Gerald K. Schwartz (MBTMA).

A petition, signed by users of the Electrowave, protesting MDT's proposal to operate the City's Local Transit Circulator System (Route W) as a South Beach Circulator because of financial and customer service concerns (copy available in the City Clerk's Office) was submitted to the Finance and Citywide Projects Committee.

Vice-Chairman Steinberg recommended that Commissioner Bower continue serving as a City liaison to seek the assistance of the County Commissioners representing the City of Miami Beach, in order to make it possible for the City of Miami Beach to operate a Bi-Directional Local Transit Circulator (Route W) in South Beach in lieu of Miami-Dade Transit's proposal.

Mr. Gonzalez, Chairman Smith, Commissioner Bower, and Commissioner Garcia provided English-to-Spanish and Spanish-to-English translations of discussions throughout the agenda item.

**3. Discussion regarding the Miami City Ballet (MCB) Ground Lease and request to consent to leasehold mortgage.**

## **ACTION**

**The Committee moved the item to the full Commission, recommending approval of the proposed request to consent to leasehold mortgage subject to the City's approval of the terms and conditions of the actual mortgage.**

Assistant City Manager Christina M. Cuervo introduced and summarized the item. Ms. Cuervo stated that the MCB has approached the City, as they had previously done in 1999, regarding existing provisions in their Leasehold Mortgage and the City's required consent in connection to changes as is provided in the existing Lease Agreement.

Ms. Cuervo added that the City and the MCB have made three amendments to the Ground Lease: a First Amendment dated June 18, 1997; Second Amendment dated October 21, 1997; and Third Amendment, dated January 6, 1999.

MCB Executive Director Pamela Gardiner and MCB General Manager Mark Rosenblum gave a PowerPoint presentation (copy available in the City Clerk's Office) summarizing the MCB's proposed request for the City's consent to a leasehold mortgage on the MCB facility as required by the Ground Lease.

Ms. Gardiner added that the City had previously approved a \$4,000,000 construction loan mortgage for the MCB, which the ballet has successfully paid off as of January 2004.

Mr. Rosenblum stated that the MCB has an accumulated debt of \$2,500,000, which the ballet anticipates consolidating with a \$3,500,000 mortgage. The mortgage would consolidate the \$2,500,000 accumulated debt and create a \$1,000,000 cash reserve. Mr. Rosenblum added that a new mortgage would also create a longer period for repayment and lead to potential interest/loan cost savings.

Chairman Smith stated that a favorable recommendation regarding the ground lease and request to consent to leasehold mortgage should be subject to the City's approval of the terms and conditions of the actual mortgage.

Ms. Cuervo stated that the leasehold mortgage needs to conform to specific conditions of the Ground Lease. Ms. Cuervo gave an example of a bank potentially foreclosing on the MCB and obtaining the building, subject to the terms of the lease, but not the City owned land. Ms. Cuervo added that the mortgage needs to include a provision that in the case of a foreclosure the building can only be used by non-profit organizations.

#### **4. Discussion regarding the future uses and economic impact of the Jackie Gleason Theater.**

## **ACTION**

### **No Action Necessary. Presentation made to the Committee**

Jackie Gleason Theater and Convention Center General Manager Doug Tober introduced and summarized the item. Mr. Tober gave a presentation entitled "The Future of the Jackie Gleason Theater of the Performing Arts" (copy available in the City Clerk's Office).

Mr. Tober distributed a handout entitled "The Jackie Gleason Theater Timeline" (copy available in the City Clerk's Office).

The presentation discussed and outlined the:

- Re-branding of the Gleason;
- Programming Revisions;
- Effects of the Miami Performing Arts Center;
- Continued Advantages of the Jackie Gleason Theater;
- Future Strategic Options;
- Single and Limited Show Runs;
- Extended Show Runs;
- Conversion to Permanent Attraction;
- Conversion to Alternative Use; and,
- Future Risk Options

**5. Discussion regarding the appropriation of funds from Gulf Breeze Loan Interest and Middle Beach Quality of Life Funds to provide for change orders, project contingency and additional services to complete the Miami Beach Golf Course Clubhouse Project.**

**ACTION**

**The item was moved to the full Commission without a recommendation.**

Mr. Gonzalez introduced and summarized the item. Mr. Gonzalez corrected a typo on the item's memorandum title. Said title should read ".... from Resort Tax Funds....", instead of "....from Middle Beach Quality of Life Funds....".

Acting Assistant City Manager Tim Hemstreet elaborated on the historical events of the project. Mr. Hemstreet described the situation at the Golf Course where soil reports led to recommendations for the removal and replacement of muck (unsuitable soils) with adequate soils; and, unforeseen conditions led to additional project costs.

Mr. Hemstreet stated that TRAN Construction, Inc. (TRAN) stated that the soils reports were not part of the contract documents, and any work required to remove the unsuitable soils would be performed as a change order. The City took the position that soils report was clearly referenced in the plans and the specifications, and that it would be TRAN's responsibility to remove the unsuitable soils.

Mr. Hemstreet added that the construction contract with TRAN obligates the Contractor to adhere to the project schedule during all disputes and disagreements concerning requests for change orders. TRAN proceeded with their work and began submitting change orders.

Chairman Smith stated that he was impressed with the analysis done on this referral item, examining the change order requests and finding discrepancies in the supportive materials submitted by TRAN; yet, he questioned why the Administration is recommending such a high settlement in favor of the contractor.

Mr. Hemstreet stated that the Administration is requesting funding to provide for mediated change orders, additional services, and project contingency in order to complete the Miami Beach Golf Course Clubhouse Project.

First Assistant City Attorney Rhonda M. Hasan stated that what transpired during the mediation hearings is required to remain private because of the mediated agreement reached between the City and TRAN; unless TRAN waives certain rights.

Chairman Smith stated that how can the Committee know whether this is a good settlement and recommend an approval if the Committee is not privy to materials presented and recommendations made through the mediator.

Barring any full disclosure, Chairman Smith stated that he is not prepared to make a recommendation at this time.

#### **6. Discussion regarding the Vending Machines and Corporate Sponsorship Program Request for Proposals (RFP).**

#### **ACTION**

**The Committee recommended the City reject all previously received Corporate Sponsorship RFP's; and, referred to a future Finance and Citywide Projects Committee a discussion on a Sponsorship Program.**

**The Committee recommended the City issue an RFP for a vending and snack machine agreement.**

Mr. Middaugh introduced and summarized the item. Mr. Middaugh gave a brief history of the Corporate Sponsorship Program RFP.

Mr. Middaugh stated that the Corporate Sponsorship Program was intended to market the City of Miami Beach and to attract revenues to the City by allowing corporate sponsoring entities to identify with the City. Mr. Middaugh added that the Corporate Sponsorship Program envisioned the City developing a comprehensive program that embraced all of the assets which the City had available to market or offer to potential sponsors.

Mr. Middaugh added that as the City did preparatory work for the Corporate Sponsorship Program RFP, a decision was made to place the existing and expiring vending and snack machine contract on a month-to-month basis with the expectation that a broader Corporate Sponsorship Program would replace it.

Mr. Middaugh added that the Administration is recommending the rejection of all previously received Corporate Sponsorship RFP's, as the City has held the original RFP's for nearly a one-year period. Mr. Middaugh additionally stated that since the vending and snack machine contract is currently on a month-to-month basis, the Administration is recommending the City issue an RFP for a vending and snack machine agreement.

Commissioner Bower stated that she would like to see revenues generated for the vending and snack machine agreement earmarked for City Parks and Recreation programs.

JMG/PDW/mim

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# ATTENDANCE SHEET

## JOINT MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - JANUARY 27, 2005 TIME: - 2:30 P.M.

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
Miche White - Herald	→
Dan Rickers	Watchdog Report
Kurt Boone	CMB-NDA #6363
Jorge Gomez	CMB Planning Dept 7550
EDWARD Villella	MeB 305 929-7000
Robert Gutierrez	" " " "
Sandra Breckerman	citizen " " " "
JOE FONTANA	CTAC
Hank	re-salt
Pete Neplan	Miami City Ballet 929-7000
John L. Safiraneck	Miami city Ballet 929-7000
Marisa Bernards	
LUEDA URRUTIA	
Mariana Suarez	
Erin Vega	
Rosa Dominguez	
David VAUGHAN	(305) 672 4374



# ATTENDANCE SHEET

## JOINT MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - JANUARY 27, 2005 TIME: - 2:30 P.M.

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
Bob Pearsall	Miami-Dade Transit 305-637-3741
COLIN PRICE.	REG ARCHITECTS, INC (561) 659 2383
CCIFF CECILIA	KISIK MARKET (407)
BAUCE KUSEN	AED Technology 805-945-7330
BRANDON DINE	SUNPOST 385.538.9700 x217
CARL FILER	FDOT 1000 NW 111 AVE <sup>305</sup> 490-5137
KEVIN TAYLOR	TRAN CONST. 954-776-9115 ATL -
ELLIOT FISCH	AED Now! 888-241-9277
JUDY EVANS	MBTMA 305-535-9160
DAVID HONES	FIRST TRANSIT 704-643-6080
DERRICK HALL	FIRST TRANSIT 305-673-7688
REBECCA SCHWARTZ	MBTMA 305-535-9160
OLGA R. RIVERA	
DAIANE THOMPSON	65 Washington
JO MANNING	1460 Ocean Drive & NODAGA
DENNIS MATVEYEV	PRESIDENT 1441 LINCOLN ST 417 MB 313-274 7775
ERIKA BRICHMAN	735 2ND ST 305 531 6363 TMA 30320 / T+C COMMITTEE

# ATTENDANCE SHEET

## JOINT MEETING OF THE FINANCE AND CITYWIDE PROJECTS COMMISSION COMMITTEE

DATE: - JANUARY 27, 2005 TIME: - 2:30 P.M.

PLEASE STATE YOUR NAME WHEN SPEAKING TO THE COMMITTEE - THANK YOU

PLEASE PRINT NAME	BUSINESS NAME & PHONE
LUISA KILLGORE-REBECCA-6125 <small>REBECCA 715,5</small>	Tel: 305-531-3899
Estrella SALVAREZ	305-538-1632
W. Bötzel	
Andrés Aguilar	305) 532 41839.
Christina Guevo	673-7010
Gus Lopez	673-7495
Max Schar	673-7577
Matte Gomez	673-7030
Richard Steinberg	673-7103
Robert McLaughlin	CMB - 6143
PATRICIA WALKER	CMB-FIN. X 7466
MANNY MARQUEZ	II II X6383
FLOYD JORDAN	CMB - FIRE CHIEF
CHRISTOPHER PARRINO	II - FIRE RESCUE
FRED BECKMANN	II - PUBLIC WORKS
JORGE M. GONZALEZ	CMB- CMO
DOUG TOBER	SMG



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# CITY OF MIAMI BEACH

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## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT  
COMMITTEE MEETING OF FEBRUARY 1, 2005**

The General Obligation Bond Oversight Committee ("Committee") met on February 1, 2005. At the meeting, the Committee considered the following issues.

The Committee reviewed and accepted the minutes from the January 4, 2005 General Obligation Bond Oversight Committee meeting.

### **CONTINGENCY REPORT**

The Administration informed the Committee that no new change orders had been approved since the last meeting. A list of the change orders approved to date is attached as "Exhibit A".

### **PROJECT STATUS REPORT**

The Administration informed the Committee that the **Fire Station No. 2** project was under construction. The contractor is preparing the site and constructing a staging area and temporary parking lot. The groundbreaking ceremony for the project was scheduled for February 2, 2005 during the lunch break in the City Commission meeting.

The Committee was told that the construction of the seawall portion of the **Fire Station No. 4** project, and some foundation work on the Fire Station building was underway.

With regard to the **Normandy Isle Park and Pool** project, the Administration informed the Committee that the Surety had responded to the City's second Notice of Demand, and had indicated that it would assume responsibility for completing the construction with a contractor it hires. The Administration will continue to meet with the Surety to determine the process for selecting the replacement contractor.

### **INFORMATIONAL ITEMS**

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

The Committee revisited its decision to hold its meetings on the first Tuesday of the month, or as otherwise scheduled if a holiday conflicted with that day. The Committee voted and decided to hold its meetings on the first Monday of the month, or as otherwise scheduled if a holiday conflicted with that day.

**Agenda Item** C6C  
**Date** 2-23-05

The Committee held a discussion regarding the scope and purview of the Committee. Some Committee members expressed their desire to have an expanded scope, to include oversight of such issues as the City's allocation of the Miami-Dade County General Obligation Bond Funds approved by voters in November 2004, Capital Renewal and Replacement Reserve Fund, and other funding sources that relate to the projects being constructed with General Obligation Bond funds. In addition to funding oversight, these members also raised the possibility of a role involving schedules, contracts and procurement systems. Others expressed their desire to have the City Commission sunset the Committee. The Committee requested that the Administration place this topic as a discussion item on the agenda for the March 7, 2005 Committee meeting, to see if the Committee could come to a consensus as to what to request from the City Commission.

Attachment 

JMG/RGM/JCH/KLM

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**General Obligation Bond Oversight Committee  
Contingency Report - February 2005**

**Exhibit "A"**

<b>Project</b>	<b>CO #</b>	<b>Date of Approval</b>	<b>Original Contract Amount</b>	<b>Change Order Amount</b>	<b>Revised Contract Amount</b>	<b>Remaining Contingency</b>	<b>% of Project Complete (approx.)</b>	<b>Contract Amount Remaining to be Paid</b>	<b># of Days</b>	<b>Purpose</b>
Espanola Way	1	1/24/02	\$761,526.70	(\$1,085.00)	\$760,441.70	\$141,558.30	20%			Value Engineering of curb and gutter to valley gutter
Espanola Way	2	1/24/02	\$760,441.70	\$5,300.00	\$765,741.70	\$136,258.30	20%			Paid from funding outside contingency - additional sidewalk, curb and gutter
Espanola Way	3	1/24/02	\$765,741.70	\$81,650.00	\$847,391.70	\$54,608.30	20%			Add revised sanitary sewer improvements (2 manholes, relief line, Ductile Iron Pipe Sleeves) (originally anticipated)
Espanola Way	4	1/24/02	\$847,391.70	(\$27,845.00)	\$819,546.70	\$82,453.30	20%			Value Engineering of base under sidewalk
Espanola Way	5	1/24/02	\$819,546.70	\$8,568.00	\$828,114.70	\$73,885.30	20%			Revised drainage structures to comply with DERM regulations
Espanola Way	6	6/14/02	\$828,114.70	\$900.00	\$829,014.70	\$72,985.30	42%		0	Adjust Storm Drain due to conflict with FPL Duct Bank
Espanola Way	7	6/14/02	\$829,014.70	\$14,988.00	\$844,002.70	\$57,997.30	42%		0	Concrete work to reduce slopes of plaza to approx. 2%
Espanola Way	8	6/14/02	\$844,002.70	\$13,000.00	\$857,002.70	\$44,997.30	42%		+49	Storm drain modifications to adjust plaza slopes to approx. 2%
Espanola Way	9	10/21/02	\$857,002.70	\$799.00	\$857,801.70	\$44,198.30	65%		0	Loading Zone at Barcelona Hotel, requested and funded by Property Owner
Espanola Way	10	10/21/02	\$857,801.70	(\$1,708.90)	\$856,092.80	\$45,907.20	65%		0	Delete 8 Planters (Owner request)
Espanola Way	11	10/21/02	\$856,092.80	\$5,190.00	\$861,282.80	\$40,717.20	65%		21	Underground Phone and TV cables, requested and funded by property owner
Espanola Way	12	10/21/02	\$861,282.80	(\$100.00)	\$861,182.80	\$40,817.20	70%		0	Credit for error on Change Order # 9
Espanola Way	13	10/21/02	\$861,182.80	\$1,180.00	\$862,362.80	\$39,637.20	70%		0	Water line to Proposed fountain
Espanola Way	14	11/12/02	\$862,362.80	\$720.00	\$863,082.80	\$38,917.20	85%		0	Ramp at Tantra for Dumpster
Espanola Way	15	11/12/02	\$863,082.80	\$512.00	\$863,594.80	\$38,405.20	85%		0	Change Planter Layout (Owner Request)
Espanola Way	16	11/12/02	\$863,594.80	\$2,000.00	\$865,594.80	\$36,405.20	85%		5	Change inlet to Storm drains
Espanola Way	17	12/6/02	\$865,594.80	\$500.00	\$866,094.80	\$35,905.20	90%		0	Additional rain water leaders
Espanola Way	18	12/6/02	\$866,094.80	(\$1,584.50)	\$864,510.30	\$37,489.70	90%		0	Net plant material changes by Landscape Architect
Espanola Way	19	01/21/03	\$861,282.80	\$5,760.97	\$867,043.77	\$31,728.73	99%		7	Added Sidewalk, Curb, & Header at edge of pavers
Espanola Way	20	01/21/03	\$867,043.77	\$2,690.00	\$869,733.77	\$29,038.73	99%		2	Install photoelectric cell control for street lights.
Espanola Way	21	01/28/03	\$869,733.77	\$23,547.35	\$893,281.12	\$5,491.38	100%		4	Pay item quantity adjustments and Added drainage.
Espanola Way			\$893,281.12	(\$6,293.50)	\$886,987.62	\$11,784.88			0	Credit from Contractor for quantity adjustments.
Espanola Way				(\$5,190.00)		\$16,974.88				Contribution from Property Owners for C.O.# 11.
Espanola Way				\$16,569.00		\$385.88				Additional services to A/E for additional Construction Administration (time and scope: \$8,447) and DERM Fee Reimbursement (\$8,142)
Fisher Park	1	8/10/99	\$140,451.04	\$6,874.12	\$147,325.16	\$7,201.39	27%	\$	-	New scope of work for new layout of tot lot & install new fencing
Flamingo Pool	1	9/25/01	\$2,399,800.00	\$53,500.00	\$2,453,300.00	\$239,980.00				Re-route electrical feed
Flamingo Pool	2	10/24/01	\$2,453,300.00	\$20,170.48	\$2,473,470.48	\$219,809.52	40%			relocate FPL underground line to accommodate new pool
Flamingo Pool	3	10/24/01	\$2,473,470.48	\$62,800.00	\$2,536,270.48	\$157,009.52	40%			Add Alternate # 2 - Sunburst Fence (originally anticipated)
Flamingo Pool	4	10/24/01	\$2,536,270.48	(\$8,680.00)	\$2,527,590.48	\$165,689.52	40%			Delete 3 lifeguard chairs and substitute pool coating
Flamingo Pool	5	2/19/02	\$2,527,590.48	(\$11,246.40)	\$2,516,344.08	\$176,935.92	80%		-10	Credit for using existing portion of sanitary sewer lines

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Flamingo Pool	6	2/19/02	\$2,516,344.08	\$37,503.65	\$2,553,847.73	\$139,432.27	80%		+15	Revised storm system layout to include new drainage well. Installation of support haunches at large pool for structural stability.
Flamingo Pool	7	4/2/02	\$2,553,847.73	\$54,000.00	\$2,607,847.73	\$85,432.27			+10	installation of Spray Deck, included as Add Alternate, requested by Parks (originally anticipated)
Flamingo Pool	8	4/8/02	\$2,607,847.73	\$4,264.48	\$2,612,112.21	\$85,432.27			0	installation of interior signage, taken from signage allowance (originally anticipated)
Flamingo Pool	9	4/30/02	\$2,612,112.21	\$17,874.42	\$2,629,986.63	\$67,557.85		\$ -	+24	furnish/install anchors for swim lines, install 5 umbrella anchors, install electrical conduit/wires and panels for night lighting system
Group A & B Parks										
Island View Park - Ph II	1	1/9/02	\$123,453.48	(\$29,330.00)	\$94,123.48	\$62,348.00	20%			Removal of Shade Pavilion from Scope of Services (at City's request)
All Parks	2	1/28/02	\$94,123.48	\$30,060.00	\$124,183.48	\$28,268.18	30%			Removal of concrete slab at Island View tot lot, upgrade to galvanized steel fencing with electrostatic paint
All Parks	3	3/1/02	\$124,183.48	\$8,703.66	\$132,887.14	\$19,564.52	75%			Addition of columns to fencing, relocation of column, addition of 43 linear feet of fencing to accommodate existing tree route systems
All Parks	4	3/1/02	\$132,887.14	\$0.00	\$132,887.14	\$19,564.52	75%		+45	Time extension due to delay of construction start to accommodate ongoing programming at parks
Crespi Park	5	5/15/02	\$132,887.14	\$6,136.00	\$139,023.14	\$13,428.52	90%	\$ -	0	Installation of specially fabricated sections of fencing to avoid conflict with tree root systems
Island View Park	1	8/4/99	\$192,053.48	\$1,775.79	\$193,829.27					Replace underground pipe for electric service to 2 existing lights
Island View Park	2	12/29/99	\$193,829.27	\$4,044.04	\$197,873.31	\$8,703.16	36%	\$ -	0	Removal of Basketball Court & restoration of area
Marseilles Drive	1	5/19/03	\$1,356,913.00	\$18,613.00	\$1,375,526.00	\$117,078.00	35%		8	Change elevation to drainage structures and pipes.
Marseilles Drive	2	5/19/03	\$1,375,526.00	(\$756.00)	\$1,374,770.00	\$117,834.00	35%		0	Credit for use of a less expensive water pipe material.
Marseilles Drive	3	5/19/03	\$1,374,770.00	\$3,957.00	\$1,378,727.00	\$113,877.00	35%		2	Use of a different material and type for all curb and gutter inlet frames and grates.
Marseilles Drive	4	7/24/03	\$1,378,727.00	\$18,240.00	\$1,396,967.00	\$95,637.00	40%		5	Additional 2" layer of asphalt requested by the Public Works Dept.
Marseilles Drive	5	7/24/03	\$1,396,967.00	(\$4,000.00)	\$1,392,967.00	\$99,637.00	40%		0	Credit for reduced drainage well depth.
Marseilles Drive	6	7/24/03	\$1,392,967.00	\$5,056.00	\$1,398,023.00	\$94,581.00	40%		2	Resolution of a conflict with a water main pipe at Rue Versailles.
Marseilles Drive	7	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		4	Additional days for document discrepancies.
Marseilles Drive	8	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		1	Additional rain delay.
Marseilles Drive	9	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		16	Delay due to FDOT lane closure permit.
Marseilles Drive	10	8/12/03	\$1,398,023.00	\$17,200.00	\$1,415,223.00	\$77,381.00	55%		6	Re-routing of water main pipe at Normandy and Rue Notre Dame to avoid conflict with existing gas main and storm sewer pipe.
Marseilles Drive	11	8/12/03	\$1,415,223.00	\$3,802.00	\$1,419,025.00	\$73,579.00	55%		2	Replacement of existing sanitary sewer pipe at Bay Drive and Marseille.
Marseilles Drive	12	8/12/03	\$1,419,025.00	\$6,080.00	\$1,425,105.00	\$67,499.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Versailles.

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Marseilles Drive	13	8/12/03	\$1,425,105.00	\$6,080.00	\$1,431,185.00	\$61,419.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Notre Dame.
Marseilles Drive	14	8/12/03	\$1,431,185.00	\$2,622.00	\$1,433,807.00	\$58,797.00	55%		6	Removal of 95 Ft. of existing curb and gutter and replacement with new valley gutter. Removal of existing grate and replacement at different location due to a change in design at an intersection.
Marseilles Drive	15	8/12/03	\$1,433,807.00	\$1,437.00	\$1,435,244.00	\$57,360.00	55%		1	Added traffic control loop at Rue Versailles and Normandy Drive.
Marseilles Drive	16	8/12/03	\$1,435,244.00	\$5,060.00	\$1,440,304.00	\$52,300.00	55%		5	Existing tree removal at Rue Notre dame due to line of sight.
Marseilles Drive	17	8/12/03	\$1,440,304.00	\$4,613.00	\$1,444,917.00	\$47,687.00	55%		2	Additional storm drainage structure.
Marseilles Drive	18	12/19/03	\$1,444,917.00	\$1,320.00	\$1,446,237.00	\$46,367.00	85%		7	Electrical Service for Irrigation Controller.
Marseilles Drive	19	12/19/03	\$1,446,237.00	\$0.00	\$1,446,237.00	\$46,367.00	85%		0	This Change Order was voided because the CMB declined to install additional street light at Cul-De-Sac.
Marseilles Drive	20	12/19/03	\$1,446,237.00	(\$179.00)	\$1,446,058.00	\$46,546.00	85%		0	Credit for replacing 1#5 Re-Bar wit a # 3 Re-Bar.
Marseilles Drive	21	12/19/03	\$1,446,058.00	\$11,539.75	\$1,457,597.75	\$35,006.25	85%		10	Re-Construct Rue Versailles to conform revised elevations.
Marseilles Drive	22	12/19/03	\$1,457,597.75	\$21,793.75	\$1,479,391.50	\$13,212.50	85%		38	To install new drainage system along Marseille Drive, Labor and equipment
Marseilles Drive	23	12/19/03	\$1,479,391.50	\$3,474.00	\$1,482,865.50	\$9,738.50	85%		0	To install new drainage system along Marseille Drive, material.
Marseilles Drive	24	12/19/03	\$1,482,865.50	(\$438.00)	\$1,482,427.50	\$10,176.50	85%		0	Credit to the CMB for 2-1/2" water meter of Irrigation system.
Marseilles Drive	25	12/19/03	\$1,482,427.50	\$1,716.00	\$1,484,143.50	\$8,460.50	85%		3	Installation of irrigation main line from STA 7+00 to STA 8+10
Marseilles Drive	26	12/19/03	\$1,484,143.50	\$0.00	\$1,484,143.50	\$8,460.50	85%		2	16" water main tied in, Change Order for 2 additional days only.
Marseilles Drive	27	1/7/04	\$1,484,144.75	(\$11,796.00)	\$1,472,348.40	\$20,256.50	90%		0	Deleted work at Cul-De-Sac of Rue Notre Dame.
Marseilles Drive	28	1/7/04	\$1,472,348.40	(\$5,534.50)	\$1,466,813.90	\$25,791.00	90%		3	Deleted Landscape work at Rue Versailles & N. Drive.
Marseilles Drive	29	1/7/04	\$1,466,813.90	(\$1,055.00)	\$1,465,758.90	\$26,846.00	90%		0	Deleted Landscape work at Rue Notre Dame & N. Drive.
Marseilles Drive	30	1/7/04	\$1,465,758.90	\$400.00	\$1,465,358.90	\$26,446.00	90%		1	Additional Sidewalk at East side of R. Notre Dame & N. Drive.
Marseilles Drive	31	1/7/04	\$1,465,358.90	\$622.00	\$1,466,820.90	\$25,784.00	90%		0	Additional Pictures for August, September & October.
Marseilles Drive	32	1/7/04	\$1,466,820.90	\$495.00	\$1,467,315.90	\$25,289.00	90%		1	To Replace Irrigation Backflow Preventer
Marseilles Drive	33	1/7/04	\$1,467,315.90	\$0.00	\$1,467,315.90	\$25,289.00	90%		12	Additional Time for Landscaping, Marking due to Water Meter
Marseilles Drive	34	1/7/04	\$1,467,315.90	\$550.00	\$1,467,865.90	\$24,739.00	90%		2	Repair Brick Pavers at East & West side of Rue Versailles & N. Drive.
Marseilles Drive	35	1/7/04	\$1,467,865.90	\$0.00	\$1,467,865.90	\$24,739.00	90%		6	Additional Time for the Last Lift of Asphalt along Marseille.
Marseilles Drive	36	1/7/04	\$1,467,865.90	\$3,057.00	\$1,470,922.90	\$21,682.00	95%	\$159,614.97	18	Modification to Service Track plus installation of Electric Meter Can
Normandy Isle Park and Pool	1	9/10/02	\$2,264,000.00	\$1,708.00	\$2,265,708.00	\$218,004.00	0.05%		0	Reimbursement for payment for Removal of FPL facilities from Pool Building
Normandy Isle Park and Pool	2	9/10/02	\$2,265,708.00	\$0.00	\$2,265,708.00	\$218,004.00	0.05%		84	Time delay related to waiting for relocation of County and FDOT facilities
Normandy Isle Park and Pool	3	3/10/03	\$2,265,708.00	\$1,078.00	\$2,266,786.00	\$216,926.00	0.05%		0	Additional work to dig test pits

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Normandy Isle Park and Pool	4	12/10/02	\$2,266,786.00	\$179,000.00	\$2,445,786.00	\$37,926.00	1.00%		0	To reinstate the piling foundation system and concrete deck previously removed during value engineering
Normandy Isle Park and Pool	5	10/7/03	\$2,445,786.00	\$0.00	\$2,445,786.00	\$37,926.00	25%		102	Approved additional 102 days due to negotiations related with the pool deck.
Normandy Isle Park and Pool	6	12/3/03	\$2,445,786.00	\$15,864.98	\$2,461,650.98	\$37,926.00	35%		15	P&R Requested modifications and additions to contract.
Normandy Isle Park and Pool	7	1/14/04	\$2,461,650.98	\$23,488.75	\$2,485,139.73	\$37,926.00	35%		0	To install additional floor drains, Demolish & disposal existing Playground, installing P.V.C. for irrigation, Changes along deck level.
Normandy Isle Park and Pool	8	3/8/04	\$2,485,139.73	\$0.00	\$2,485,139.73	\$37,926.00			53	Additional 53 days to Contract time due to expired pool permits plan re-processing.
Normandy Isle Park and Pool	9	3/8/04	\$2,485,139.73	\$12,320.41	\$2,497,460.14	\$25,605.59	47%		0	Installation of additional underground primary and secondary electrical conduits and wiring and relocation of FPL electrical transformer.
Normandy Isle Park and Pool	10	4/8/04	\$2,497,460.14	\$12,270.34	\$2,509,730.48	\$13,335.25	47%		8	Revisions to structural scope by addition of collector tank and extension of the pool pump room.
Normandy Isle Park and Pool	11	4/22/04	\$2,509,730.48	(\$143,750.00)	\$2,365,980.48	\$157,085.25	47%	\$1,214,304.14	-10	Removal of Scope of Work: perimeter fence, landscaping and irrigation on the park portion of the Project.
North Shore Open Space Park - Phase II	1	10/15/02	\$361,651.00	\$300.00	\$361,951.00	\$40,265.00	25%		0	Demolish and dispose two (2) existing vita course stations (not included in original scope)
North Shore Open Space Park - Phase II	2	10/28/02	\$361,951.00	\$1,477.00	\$363,428.00	\$38,788.00	28%		0	Installation of 2 4" sleeves at three locations under the newly installed 15' wide pathway
North Shore Open Space Park - Phase II	3	11/14/02	\$363,428.00	\$2,642.71	\$366,070.71	\$36,145.29	30%		0	re-grading of the areas of the old guard house and along the existing pathway in order to allow a smoother grade/transition
North Shore Open Space Park - Phase II	4	11/14/02	\$366,070.71	\$199.03	\$366,269.74	\$35,946.26	30%		0	Deletion of Asphalt Striping and addition of 1" of asphalt from 79th Street to 81st Street as a means of reinforcing surfacing for anticipated heavy traffic
North Shore Open Space Park - Phase II	5	5/19/03	\$366,269.74	(\$6,770.40)	\$359,499.34	\$42,716.66	100%	\$	0	Credit for 7,440 square feet of defective asphalt.
North Shore Park and Youth Center	1	4/11/02	\$5,669,357.00	\$6,000.00	\$5,665,357.00	\$307,168.00	3%			To hire a locator service to locate and identify underground utilities
North Shore Park and Youth Center	2	4/29/02	\$5,665,357.00	\$4,480.00	\$5,669,837.00	\$302,688.00	5%			To dispose of sports lighting poles and selected foundations (Park Portion)
North Shore Park and Youth Center	3	4/29/02	\$5,669,837.00	\$12,086.00	\$5,681,923.00	\$290,602.00	5%			To provide separate electrical meter services for the Tennis Center as requested by the Parks & Rec. Dept. (Park Portion)
North Shore Park and Youth Center	4	8/5/02	\$5,681,923.00	\$89,776.00	\$5,771,699.00	\$290,602.00	11%		0	To include value engineered items back in the project: different locker construction, alternate door construction and size, alternate wood gymnasium floors and construction of 2 additional tennis courts (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.

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North Shore Park and Youth Center	5	8/5/02	\$5,771,699.00	\$321,526.00	\$6,093,225.00	\$290,602.00	11%		0	To include sport lighting for the project (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	6	8/9/02	\$6,093,225.00	\$61,965.00	\$6,155,190.00	\$228,637.00	15%		0	To provide 6 storm drain retention tanks to meet DEP requirements.
North Shore Park and Youth Center	7	8/21/02	\$6,155,190.00	\$21,076.00	\$6,176,266.00	\$207,561.00	18%		0	To relocate the and upgrade the existing FPL Transformer
North Shore Park and Youth Center	8	10/24/02	\$6,176,266.00	\$10,939.00	\$6,187,205.00	\$196,622.00	30%		24	Relocation of 5 pigeon plums as requested by DERM and additional exit lights within the Tennis Center as requested by The Building Department
North Shore Park and Youth Center	9	11/13/02	\$6,187,205.00	\$38,872.00	\$6,226,077.00	\$196,622.00	38%		0	Additional 2 clay tennis courts for total of 12 courts. Funding came from North Beach Quality of Life/Resort Tax Fund
North Shore Park and Youth Center	10	1/8/03	\$6,226,077.00	\$1,403.00	\$6,227,480.00	\$195,219.00	50%		108	Cost for stand alone fire alarm system for Tennis Center (\$7,830), credit for changes to main sewer line (-\$2,027.52), and raising top of footing elevation at Youth Center and Gymnasium (-\$4,400)
North Shore Park and Youth Center	11	1/8/03	\$6,227,480.00	\$11,447.00	\$6,238,927.00	\$183,772.00	50%		0	Additional exit signs for Tennis Center (\$1,857) and reconfiguration of storm drainage system (9,590)
North Shore Park and Youth Center	12	1/8/03	\$6,238,927.00	\$28,548.00	\$6,267,475.00	\$155,224.00	50%		0	Additional data services requested by owner, upgrade of window color, and location of a drain at practice tennis court
North Shore Park and Youth Center	13	2/14/03	\$6,267,475.00	\$6,272.00	\$6,273,747.00	\$148,952.00	55%			Additional phone conduit & receptacle (owner request), concrete pad for FPL electric transformer, and structural change to support A/C ducts in Gym north wall
North Shore Park and Youth Center				(\$38,590.00)		\$187,542.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	14	5/19/03	\$6,273,747.00	\$30,464.00	\$6,304,211.00	\$157,078.00	75%		0	1. Provision of gypsum drywall ceiling for Tennis Center restrooms-\$1,290; 2. Inclusion of Value Eng. Item 16R - \$17,754; 3. Exterior paint color sample -\$237; 4. Removal of trees \$1,881.25; 5. Additional 4" roof drain-\$1,616; 6. Tennis court irrigation line \$3,773; 7. Additional roof insulation-\$1,773.75; 8. Two(2) 2" PVC Duct Bank- \$2,138.60
North Shore Park and Youth Center	15	6/10/03	\$6,304,211.00	\$66,464.00	\$6,370,675.00	\$90,614.00	75%		20	1.Drop ceiling in Tennis Center- \$748; 2. Provision of access ladder to access the roof \$3,333; 3. Construction of 4 dugouts-\$57,502; 4. Installation of additional strobe lights- \$4,881. Additional 20 days was granted for construction of dugouts.
North Shore Park and Youth Center	16	7/15/03	\$6,370,675.00	\$24,045.00	\$6,394,720.00	\$66,569.00	75%		31	1. Relocation of 2 light poles at the Tennis Center \$12,220 - 2. Addition of 6 area drains on the north side of the Tennis court area to introduce an underground drainage system.

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North Shore Park and Youth Center	17	7/15/03	\$6,394,720.00	\$7,750.00	\$6,402,470.00	\$58,819.00	75%		10	1. Sidewalk addition to provide access to the entry ramps south of the building - \$7,075; 2. Addition of sprinkler heads requested by Fire Inspector - \$1,753; 3. Credit for deletion of stucco at Youth Center West wall - (\$1,078). Contract time will be increased 10 days for Phase 3 and 31 days for Phase 2.
North Shore Park and Youth Center	18	8/25/03	\$6,402,470.00	\$6,219.00	\$6,408,689.00	\$52,600.00	85%		0	Four picket gates at North and South Entrances not shown on contract documents.
North Shore Park and Youth Center	19	8/25/03	\$6,408,689.00	\$19,298.00	\$6,427,987.00	\$33,302.00	85%		0	Install two rain water scuppers and additional roofing at West Entrance. Enclosure of ductwork a gymnasium.
North Shore Park and Youth Center				(\$102,750.00)		\$136,052.00				Funding Added by Parks and Recreation for Change Orders
North Shore Park and Youth Center	20	4/23/04	\$6,427,987.00	\$17,541.00	\$6,445,528.00	\$118,511.00	95%		162	Credit for Underground Utility Exploration from CO #1 (-\$5,760.00), Provide a 4" diam. Water meter (\$14,420.00), Additional Fire Alarm devices as required by Fire Inspection (\$3,413.00), Sign for South Entrance (\$991.00), Removal of trees from West baseball field (\$3,210.00). Additional 162 day time extension for Phase I only. Net Current Days are for Phase I: 320, Phase II: 61, and Phase III: 60.
North Shore Park and Youth Center	21	4/23/04	\$6,445,528.00	\$21,065.00	\$6,466,593.00	\$97,446.00	95%	\$ 794,688.00	15	Interior Paint at Stair 2 (\$1,393.87), Temporary Power Reimbursement to GC (\$4,286.39), Additional fire Sprinkler Valve for Elevator Shaft (\$1,013.73), Electrical Service SE Field Water Fountain (\$1,902.01), Street Cuts North Entrance (\$4,701.33), Water Fountain Backflow Valve (\$636.69), Landscape Credit (-\$1,841.00), Single Phase 220V for Elevator (\$1,597.72), Restroom Vanities Counter Supports (\$1,454.48), Water Fountain ADA Compliance (\$1,491.69). Job Site Security during FTAA as requested by City (\$4,428.00).
North Shore Park and Youth Center		5/26/04		(\$120,000.00)		\$217,446.00				City Commission Added \$120,000 in funding for Change Orders
North Shore Park and Youth Center	22	7/21/04	\$6,466,593.00	\$127,087.00	\$6,593,680.00	\$90,359.00	98%	\$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Electrical (\$1,785), Irrigation breaker (\$363), Baseball Field Maintenance Gates (\$1,274), Elevator Room's Electrical and Fire Protection changes (\$29,927), Supervision fees (\$27,360), Performance Bond (\$18,230), Changes to West Plaza (\$14,046), Bracing at Shower Stalls (\$4,176), Additional Roof Scuppers and dampers (\$5,062), Wood thresholds (\$2,347), HVAC Mold Test (\$1,300), Glass railing at Teen's Room (\$9,922), Shuffle Board Permit Processing fee (\$1,598), Various items at Gym, including metal shields, wood nosing, paint, additional fire alarm devices (\$9,697).

**General Obligation Bond Oversight Committee  
Contingency Report - February 2005**

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	23	10/6/04	\$6,593,680.00	\$11,942.00	\$6,605,622.00	\$78,417.00	98%	\$ 329,684.20	0	Items required due to Building Department inspections required for Final CO and Owner's Punch List: Additional overflow roof scuppers (\$3,580.50), Installation of safe boxes (\$630.00), Additional Gates at North Baseball Field (\$1,239.50), Window Testing at Storefronts (\$1,182.00), and Elect/Mech Changes to Mech. Room 136 (\$5,310.00).
Scott Rakow Youth Center	1	1/16/02	\$2,845,700.00	\$47,300.00	\$2,893,000.00	\$0.00	10%		0	Alternates 1, 2 and 4 for Phasing plan, outdoor rubber flooring and landscaping
Scott Rakow Youth Center	2	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0%		0	VOIDED
Scott Rakow Youth Center	3	2/19/02	\$2,893,000.00	\$0.00	\$2,893,000.00	\$0.00	30%		89	89 day time extension
Scott Rakow Youth Center	4	2/19/02	\$2,893,000.00	(\$36,008.00)	\$2,856,992.00	\$0.00	50%		0	Delete elevator and folding partitions
Scott Rakow Youth Center	5	5/21/02	\$2,856,992.00	\$29,700.00	\$2,886,692.00	\$250,000.00	60%		0	Relocate utilities, additional electrical service to ice rink, reroute Bell South underground service
Scott Rakow Youth Center	6	9/24/02	\$2,886,692.00	\$36,008.00	\$2,922,700.00	\$213,992.00	70%		0	Adding back in the elevator and folding partitions
Scott Rakow Youth Center	7	9/24/02	\$2,922,700.00	\$160,594.77	\$3,083,294.77	\$53,397.23	70%		0	Rerouting storm pipe, additional fire devices and fixtures, repairs to broken water main, remobilization for auger cast piles, paint locker room walls and ceilings, relocation of pedestrian crossing signal, repair of BellSouth lines, repair concrete beams, Zamboni water heater, Water Absorption Tank and monitoring system, rerouting conduit, HVAC unit roof frame, delete basketball court floor replacement work, new foundation for north stairs, modifications to roof and roof structure
Scott Rakow Youth Center	8	11/8/02	\$3,083,294.77	\$9,306.25	\$3,092,601.02	\$4,166.00	80%		0	Installation of louvered door at mechanical room
* Specific costs were paid out of project contingency to FPL, Bell South, PSI Geotechnical, Threshold Inspector. These costs were not paid through the contractor and therefore would not be a part of a change order to the Contractor.										
Scott Rakow Youth Center	9	1/8/03	\$3,092,601.02	(\$21,016.08)	\$3,071,584.94	\$25,182.08	85%		0	Credit for security guard services and ammonia monitoring system. System will be monitored through Fire Alarm panel.
Scott Rakow Youth Center	10	1/8/03	\$3,071,584.94	\$11,844.81	\$3,083,429.75	\$13,337.27	85%		0	Electrical wiring modifications for existing pool and restrooms; furnish and install new light fixture at entrance; furnish and install new 480v/60amp electrical feeder for new water heater and pump at Zamboni room
Scott Rakow Youth Center	11	2/25/03	\$3,083,429.75	\$2,950.11	\$3,086,379.86	\$110,387.16	85%		0	Work required for fire alarm panel relocation, and addition of strobe and horn for ammonia leak detection device. \$100,000 was added to the project contingency.

**General Obligation Bond Oversight Committee  
Contingency Report - February 2005**

<b>Project</b>	<b>CO #</b>	<b>Date of Approval</b>	<b>Original Contract Amount</b>	<b>Change Order Amount</b>	<b>Revised Contract Amount</b>	<b>Remaining Contingency</b>	<b>% of Project Complete (approx.)</b>	<b>Contract Amount Remaining to be Paid</b>	<b># of Days</b>	<b>Purpose</b>
Scott Rakow Youth Center	12	4/4/03	\$3,086,379.86	\$10,406.70	\$3,096,786.56	\$99,980.46	85%		0	Relocation of electrical equipment, installation of panic hardware at ice rink entrance doors, and automation of ice rink equipment room fan with ammonia detection panel.
Scott Rakow Youth Center	13	6/30/03	\$3,096,786.56	\$39,860.58	\$3,136,647.14	\$60,119.88	90%		0	Installation of new louver and ductwork to maintain fresh air intake at existing mechanical room, installation of new emergency exit lights, new 42" railing at entry ramp area, additional conduit and wiring to connect ice rink equipment room exhaust fan to fire alarm panel.
Scott Rakow Youth Center	14	8/7/03	\$3,136,647.14	(\$4,500.00)	\$3,132,147.14	\$64,619.88	90%	\$580,162.93	0	Credit for deletion of 4-foot concrete sidewalk along Pine Tree Drive.
Tatum Park	1	2/23/00	\$341,518.36	\$50,987.25	\$392,505.61					new basketball court (originally anticipated)
Tatum Park	2	2/23/00	\$392,505.61	\$33,012.05	\$425,517.66	\$4,477.89	81%			sports and security lighting (originally anticipated)
Tatum Park	3	11/1/01	\$425,517.66	(\$1,800.00)	\$423,717.66	\$6,277.89	100%	\$	-	Contractor's portion of Safety Surface Installation

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject: REPORT OF THE FEBRUARY 14, 2005 - LAND USE AND  
DEVELOPMENT COMMITTEE MEETING**

A meeting of the Land Use and Development Committee was held on Monday, February 14, 2005 at 4:00 p.m. in the City Manager's Large Conference Room. The following were in attendance: Commissioners Luis R. Garcia, Jr., Saul Gross, Matti Herrera Bower and Jose Smith.

**1. DISCUSSION REGARDING PROPOSED ORDINANCE FOR ELDERLY HOUSING  
MINIMUM UNIT SIZE.** Referred at the January 12, 2005 City Commission Meeting.

Motion: Bower/Gross: approve in concept the proposed Ordinance and refer the draft legislation to the Planning Board. 3-0

Peter Valeri, spoke as an adjacent affected property owner to the Housing Authority property and expressed concerns regarding the potential increase in density.

**2. DISCUSSION REGARDING AND ORDINANCE AMENDMENT DEFINING THE  
PARAMETERS FOR NONCONFORMING BUILDINGS.** Referred at the February 2, 2005 City Commission Meeting.

Motion: Smith/Gross: Open & continue proposed Ordinance on February 23, 2005 and refer the additional changes to Historic Preservation Board, Design Review Board and Planning Board, further instructed the administration not to lose "zoning in progress" to the greatest extent possible. (2-0)

JMG/CMO/JGG/rar

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Agenda Item C6D  
Date 2-23-05

LAND USE AND DEVELOPMENT COMMITTEE  
February 14, 2005 at 4:00 p.m.  
City Manager's Large Conference Room

Attendance Sheet

NAME	E-MAIL ADDRESS	CONTACT NUMBERS	FAX NUMBER
1. MICHAEL O'HARA	mike @ mbha.org	305-532-6401	305-674-8001
2. Leonard Turkel	lturkel @ turkel.info	305-445-9111	<del>305-445-8001</del>
3. <del>Matthe. Bowles</del>	@		
4. <del>John Gaurin</del>	Leis @ miamibeachfl.gov	7105	
5. <del>Michael De Campit</del>	ED @ mbha.org	<del>305</del> 673-7260	673-674-8001
6. <del>Saul Gross</del>	Saul @ Stream-live.com		
7. Joe Smith	@ LGATOR 730 AOL	(305) 673-7106	
8. M. Lamasaras	→ tmooney @ miamibeachfl.gov	x6171	
9. THOMAS MOONEY	@		
10. Gary - Held	@		
11.	@		
12.	@		
13.	@		
14.	@		
15.	@		
16.	@		
17.	@		
18.	@		
19.	@		
20.	@		



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

**Subject: REPORT OF THE SPECIAL FINANCE AND CITYWIDE PROJECTS  
COMMITTEE MEETING OF FEBRUARY 14, 2005.**

A special meeting of the Finance and Citywide Projects Committee was held on February 14, 2005 at 2:25 p.m. in the City Manager's Large Conference Room.

### 1. Discussion regarding the Potamkin Development Agreement.

#### ACTION

The Committee recommended that the Administration and the Developer (AR&J SOBE, LLC) proceed in finalizing the Development Agreement (Agreement) negotiations.

City Manager Jorge M. Gonzalez introduced and summarized the item.

Mr. Gonzalez stated that after review and input from various City Committees (including the Finance and Citywide Projects Committee, Transportation and Parking Committee, Design Review Board and Historic Preservation Board) and after several meetings with the Developer, the Administration has crafted a draft Agreement for the project referred to as 5<sup>th</sup> and Alton.

Mr. Gonzalez added that the Administration intends to bring the application for Vacation of Alley to the February 23, 2005 City Commission meeting and subsequently bring the completed Agreement to the City Commission after policy direction and feedback from the Finance and Citywide Projects Committee is incorporated into the Agreement.

Mr. Gonzalez stated that in exchange for the alley vacation the City is ensuring that a supermarket will be built on the project site.

Vice-Chairman Richard L. Steinberg asked what would happen if the City chooses not to go forward with providing funding for the proposed City-owned parking spaces.

Mr. Gonzalez stated that as a result of the alley vacation the Developer would still be required to build a supermarket.

Agenda Item CGE  
Date 2-23-05

First Assistant City Attorney Raul Aguila stated that the proposed Agreement requires that a national or regional supermarket chain occupy a minimum of 40,000 square feet of retail space at the site.

Assistant City Manager Christina M. Cuervo added that the Agreement also calls for the Developer to sign the supermarket tenant to a minimum lease term of 10 years.

Ms. Cuervo summarized the following sections of the proposed Agreement:

- Developer
- City Unit
- Developer Unit
- Project Concept Plan
- Effective Date
- Outside Date
- Building Permit Application
- Construction Commencement
- Construction Completion
- Termination Rights (prior to Construction Commencement)
- Art in Public Places (AiPP)
- Federal Transit Administration (FTA) Requirements
- Construction Staging
- Alley vacation
- City's Obligation to Fund
- Condominium
- Public Benefits
- Developer Default During Construction
- City's Transit Facility Contribution
- Construction Guarantee
- Hazardous Materials

Ms. Cuervo stated that in consideration for proposing to provide an entryway art work by Romero Brito valued at \$500,000 and prior promised gifts with a declared value of \$600,000 to the Bass Museum of Art, the Developer is requesting a waiver of the applicability of the City's AiPP Ordinance. The City's AiPP Board, at their January 18, 2005 meeting, recommended approval of the waiver conditioned upon the Developer working with the Board in identifying an appropriate piece of artwork for the site. Ms. Cuervo added that the AiPP Board has subsequently requested that this item return to their Board for reconsideration after the Cultural Arts Council passed a motion against the AiPP waiver.

Vice-Chairman Steinberg expressed concerns should FTA funds be deemed ineligible for this project.

Ms. Cuervo noted that the Finance and Citywide Projects Committee, at their October 26, 2004 meeting, committed to proceed with the proposed project, with preferably South Pointe Redevelopment Agency funds, should FTA funds be deemed ineligible.

Ms. Cuervo further stated that the Developer will be responsible for any construction cost over-runs associated with the proposed parking project.

Ms. Cuervo briefed the Committee on the following features of the proposed Declaration of Condominium:

- Condominium Declaration
- Operation, Maintenance, Repair and Replacement
- Full Occupancy
- Public Passes
- Parking garage Spaces
- Required Parking Spaces
- Validated Parking
- Garage Maintenance and Operation
- Termination Rights (after Construction Completion)
- Parking Deficiency
- Fair Market Value
- Revenue/Expenses of Garage
- Taxes
- City Supermarket Spaces (if Supermarket Ceases to Exist)
- Insurance
- Condemnation
- Developer's Right of First Refusal
- City's Right of First Offer

Ms. Cuervo led a discussion regarding the Developer's request for termination rights within 18 months after full occupancy under the proposed Agreement. Mr. Gonzalez added that the Administration has been working with the Developer in establishing set criteria and thresholds for the proposed termination rights.

City Attorney Murray Dubbin led a discussion regarding the legal issues involved in using public funds for the public purpose of building the proposed garage.

Mr. Jeffrey Berkowitz, from AR&J SOBE, LLC, addressed and briefed the Committee on the following items:

- Project Concept Plan
- AiPP
- Termination Rights (after Construction Completion)
- Floor Air Ratio (F.A.R.) Restrictions/Issues for Parking

Commissioner Matti H. Bower stated that she believes the City needs to address the F.A.R. issues affecting and/or limiting parking.

Mr. Berkowitz stated that he believes the proposed project is a win-win situation for the City and the Developer. Commissioner Luis R. Garcia, Jr. echoed Mr. Berkowitz's statement.

Mr. Gonzalez stated that aside from acquiring a much needed supermarket for the area, additional value obtained by the City through the proposed deal is the City's opportunity to acquire 535 City-owned public parking spaces at approximately \$16,000 a space with no associated land costs. Mr. Gonzalez added these parking spaces would be acquired in an

area where there will no longer be any land available to address the current and future parking demands/needs of the neighborhood.

Ms. Cuervo stated that the City and Developer are still in discussions regarding the establishment of a fair market value formula for use in the Right of First Refusal and Condemnation sections of the Declaration of Condominium.

Mr. Berkowitz also disclosed that the parties involved still need to resolve the existence and potential request for removal of eight parking meters in a proposed drop-off, pick-up, and taxi loading area.

Chairman Smith clarified that the Administration is bringing an application for Vacation of Alley to the February 23, 2005 City Commission meeting and subsequently bringing the completed Agreement to the City Commission after today's policy direction and feedback from the Finance and Citywide Projects Committee is incorporated into the Agreement.

JMG/PDW/mim 

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Accepting the City Manager's Recommendation Relative to the Ranking of Firms and Authorizing Negotiations Pursuant to Request for Qualifications (RFQ) No. 41-03/04 for Urban Design, Landscape Architecture, and Engineering Services for Planning, Design and Construction Administration Services for Streetscape and Utility Improvements in the North Shore Neighborhood.

**Issue:**

Shall the City Commission accept the City Manager's recommendation relative to the ranking of firms and authorize negotiations?

**Item Summary/Recommendation:**

On September 8, 2004, the City Commission authorized the issuance of an RFQ to solicit the qualifications from professional firms with the capability and experience to provide the restoration and enhancement of the North Shore neighborhood streets, consistent with identified needs. The proposed project will include streetscape work with restoration and enhancement of the neighborhood's street lighting, potable water, and sanitary sewer lines, no storm drainage infrastructure is included as this area was not identified as being in a priority basin.

RFQ No. 41-03/04 was issued on September 28, 2004 with an opening date of November 19, 2004. The City received responses from the following 10 firms:

- APCT Engineers;
- Beiswenger, Hoch and Associates, Inc.;
- Calvin, Giordano & Associates, Inc.;
- Chen and Associates;
- EAC Consulting, Inc.;
- H.J. Ross;
- R. J. Behar & Company, Inc.;
- RMPK Group, Inc.;
- Serralta, Rebull, Serig, Inc.; and
- URS.

The City Manager via Letter to Commission (LTC) No. 306-2004, appointed an Evaluation Committee ("the Committee") to review and rank the qualifications of the firms who responded. Consensus at the end of the 1<sup>st</sup> Committee meeting was to invite the top four (4) ranked firms to provide a 15 minute presentation, followed by a 15 minute question and answer session.

During deliberations at the 2<sup>nd</sup> Committee meeting, the Committee members ranked and arrived at the following ranking order:

- First: Calvin Giordano and Associates, Inc.
- Second: APTC Engineers
- Third: EAC Consulting

The firm of Calvin Giordano and Associates, Inc. was deemed to be the first ranked firm based on their experience and qualifications as well as their team.

**ACCEPT THE MANAGER'S RECOMMENDATION AND AUTHORIZE NEGOTIATIONS**

**Advisory Board Recommendation:**

**Financial Information:**

Source of Funds:	Amount	Account	Approved
<input type="checkbox"/>	1		
<input type="checkbox"/>	2		
<input type="checkbox"/>	3		
<input type="checkbox"/>	4		
Finance Dept.	Total		

**City Clerk's Office Legislative Tracking:**

Gus Lopez

**Sign-Offs:**

Department Director	Assistant City Manager	For City Manager
GL	RCM	JMG

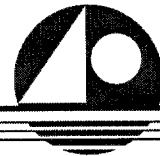
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**AGENDA ITEM** C7A

**DATE** 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 41-03/04, FOR URBAN DESIGN, LANDSCAPE ARCHITECTURE, AND ENGINEERING SERVICES FOR DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES FOR STREETSCAPE AND UTILITY IMPROVEMENTS IN THE NORTH SHORE NEIGHBORHOOD; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF CALVIN, GIORDANO & ASSOCIATES, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF APCT ENGINEERS; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, FURTHER AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD-RANKED FIRM OF EAC CONSULTING.**

### ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

On November 2, 1999, the City of Miami Beach voters approved the issuance of an approximately \$92 Million General Obligation (GO) Bond for Neighborhood, Park, Beach and Fire Safety Improvements. The North Shore Right of Way (ROW) Infrastructure Improvement Project includes the restoration and enhancement of an urban (residential and commercial) neighborhood's hardscape, including roadway, sidewalk, curb and gutter, landscape, streetscape irrigation, lighting, potable water, and storm drainage infrastructure as needed. This project is funded through a combination of General Obligation and Water Bonds, as well as Section 108 Funding.

After three well attended Community Design Workshops (CDW's), on July 30, 2003, the City Commission, under Resolution No. 2003-25285, approved the Basis of Design Report (BODR) and Addendum No. 1 for the North Shore Neighborhood. The BODR was

prepared by The Corradino Group (Corradino). The City negotiated extensively with Corradino for the remaining design, bid and award, and construction administration services, but was unable to achieve agreement on a reasonable fee. Because of the failure in reaching agreement after several unfruitful attempts and the amount of time spent in negotiations, the City decided to abandon the effort with Corradino and prepare to issue a new RFQ for the remaining services on the project. On September 8, 2004, the City Commission authorized the issuance of RFQ No. 41-03/04 to solicit qualifications from professional firms with the capability and experience to provide the remaining professional services required for this Project.

The Administration prepared the RFQ to solicit proposals to proceed with the project listed below.

### **NORTH SHORE NEIGHBORHOOD**

The project consists of providing streetscape improvements within an allocated budget, following a priority list submitted by area residents to include: comprehensive landscaping and irrigation, traffic calming, sidewalks, street lighting, street resurfacing, swale enhancement, parking layout, and spot drainage improvements.

The North Shore neighborhood is bounded by 87th Terrace on the north, the Atlantic Ocean on the east, 63rd Street on the south and Indian Creek and Tatum Waterway on the west. The neighborhood is highly urbanized and densely populated with multifamily apartments and condominiums. The commercial district is located along Collins Avenue and 71st Street. These commercial streets were recently reconstructed; therefore, they are not expected to be included in the scope of this project.

### **ALLOCATED BUDGET**

Water line and sanitary force main extension construction hard cost including contingency in the amount of \$3,521,849 and \$677,551 in soft cost are funded by Water & Sewer Bond. The total G.O. Bond allocation for above-ground construction hard cost including contingency in streetscape improvements for this neighborhood is \$3,400,490 and \$715,950 allocated for soft cost. An additional \$921,978 is available for construction hard cost including contingency and \$78,022 in soft cost for street improvements in the vicinity of Harding Avenue and 72nd Street from a H.U.D. Section 108 Loan. A Quality of Life Fund contribution for soft cost for this project is in the amount of \$43,190. The total available funding for this project is \$9,359,030. Not all of the total allocation will require design or construction documents.

### **RFQ PROCESS**

On September 8, 2004, the City Commission authorized the issuance of an RFQ to solicit the qualifications from professional firms with the capability and experience to provide the restoration and enhancement of the North Shore neighborhood streets, consistent with



identified needs. The proposed project will include streetscape work with restoration and enhancement of the neighborhood's street lighting, potable water, sanitary sewer, and spot drainage improvements.

RFQ No. 41-03/04 was issued on September 28, 2004 with an opening date of November 19, 2004. A pre-proposal conference to provide information to firms considering submitting a response was held on October 21, 2004. BidNet issued bid notices to 104 prospective proposers, resulting in 48 firms requesting RFQ packages, which resulted in the receipt of the following ten (10) proposals from:

- APCT Engineers;
- Beiswenger, Hoch and Associates, Inc.;
- Calvin, Giordano & Associates, Inc.;
- Chen and Associates;
- EAC Consulting, Inc.;
- H.J. Ross;
- R. J. Behar & Company, Inc.;
- RMPK Group, Inc.;
- Serralta, Rebull, Serig, Inc.; and
- URS.

The City Manager via Letter to Commission (LTC) No. 306-2004, appointed an Evaluation Committee ("the Committee") consisting of the following individuals:

- Margarita Cepeda, Executive Director, Hispanic Community Center (Committee Chair)
- Diana Susi, Owner, Happy Kids Daycare
- Randall Robinson, Executive Director, North Beach Development Corp.
- Daniel Veitia, Architect
- Joyce Meyers, Principal Planner, Planning Department
- Thomas Urriola, Acting Director, Housing and Community Development
- Ronnie Singer, Community Information Manager, CIP Office

On January 25, 2005, the Committee convened. The Committee was provided information in reference to the project by Keith Mizell, Senior Capital Projects Planner, CIP Office, and a representative from the Procurement Division.

Additionally, the Committee reviewed references secured by Procurement staff, and discussed the following RFQ evaluation criteria and weighted score, which was used to evaluate and rank the respondents:

- A. The experience, qualifications and (portfolio) of the Principal Firm (10 points).
- B. The experience, qualifications and (portfolio) of the Project Manager (15 points).
- C. The experience and qualifications of the professional personnel assigned to the Project Team (10 points).

- D. Willingness to meet time and budget requirements as demonstrated by past performance (5 points).
- E. Certified minority business enterprise participation (5 points). Either the Prime Consultant or the sub-Consultant team may qualify for proof of certification for minority business enterprise participation. Accepted minority business enterprise certifications include the Small Business Administration (SBA), State of Florida, or Miami-Dade County.
- F. Location (5 points).
- G. Recent, current, and projected workloads of the firms (5 points).
- H. The volume of work previously awarded to each firm by the City (15 points).
- I. Project Implementation Strategy to comply/meet with the expedited timeframe described in this RFQ and demonstrated successful similar projects (15 points).
- J. Demonstrated success in leading active collaborative stakeholder processes to achieve consensus on program and design in similar size and scope projects based on budget and size (15 points).

The Committee's consensus at the end of the meeting was to invite the top four (4) firms to provide a 15-minute presentation, followed by a 15-minute question and answer session. The four firms that were shortlisted were: APCT Engineers, Calvin Giordano & Associates, Inc., EAC Consulting, and URS.

Procurement staff coordinated and scheduled presentations for February 7, 2005. The Committee members convened on February 7, 2005, and were provided 15-minute presentations by all four (4) short listed firms.

After the firms' presentations, the Committee members conducted question and answer session, and deliberation, which resulted in the following ranking of firms:

Company Name	Margarita Cepeda	Diana Susi	Randall Robinson	Daniel Veitia	Joyce Meyers	Thomas Urriola	Ronnie Singer
APCT Engineers (2)	88 (2)	100 (1)	91 (2)	87 (2)	86 (2)	84 (1)	91 (1)
Calvin Giordano & Associates, Inc. (1)	100 (1)	97 (2)	94 (1)	91 (1)	89 (1)	73 (2)	89 (2)
EAC Consulting (3)	83 (3)	95 (4)	88 (4)	82 (3)	84 (3)	71 (3)	88 (3)
URS (4)	82 (4)	96 (3)	90 (3)	81 (4)	68 (4)	73 (2)	80 (4)

As per Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act (CCNA), the Committee ranked no less than the top three (3) firms as follows:

Calvin Giordano & Associates, Inc. 4-1st place votes = 4x1=4  
 3-2<sup>nd</sup> place vote = 3x2=6  
 TOTAL = 10=Ranked 1st

**APTC Engineers**

$$\begin{aligned} 3-1^{\text{st}} \text{ place votes} &= 3 \times 1 = 3 \\ 4-2^{\text{nd}} \text{ place vote} &= 4 \times 2 = 8 \\ \text{TOTAL} &= 11 = \text{Ranked } 2^{\text{nd}} \end{aligned}$$

**EAC Consulting**

$$\begin{aligned} 5-3^{\text{rd}} \text{ place votes} &= 5 \times 3 = 15 \\ 2-4^{\text{rd}} \text{ place vote} &= 2 \times 4 = 8 \\ \text{TOTAL} &= 23 = \text{Ranked } 3^{\text{rd}} \end{aligned}$$

The firm of Calvin Giordano & Associates, Inc. (CGA) was deemed to be the first ranked firm based on their experience and qualifications as well as their team. CGA possess a vast experience in the planning, design, permitting and construction administration of infrastructure redevelopment projects in South Florida.

CGA is a full service civil engineering firm providing engineering, planning, surveying, and landscape architecture service. CGA has been located in South Florida for over 67 years. Founded in 1937, the company started as a small two-person surveying firm and by the mid 1970's, services expanded to include civil engineering. Today with 128 employees, CGA provides an even broader range of services, including current and comprehensive planning, permitting, land development and design, community character inventory analysis, infill development and design, engineering, surveying, landscape architecture, Geographic Information Systems (GIS), transportation engineering, environmental services, data technology, and construction administration and management.

CGA has focused their provision on municipal engineering and landscape architectural services for public sector clients as well as site designs and permitting for private sector clients. They have been able to develop excellent working relationships with many municipalities and governmental agencies such as:

- City of Sunny Isle Beach
- Florida Department of Transportation
- City of Weston
- City of Marathon
- Town of Davie
- Town of Lake Park
- City of Riviera Beach
- City of Miramar
- City of Pembroke Pines

CGA's team is comprised of two highly specialized, locally recognized firms: 1) EDM Engineering Solutions; and 2) Tierra, Inc. These firms have been selected to provide their expertise on specific items that have been identified by the City of Miami Beach and/or existing site conditions. EDM Engineering Solutions will provide utility coordination and Tierra, Inc. will provide Geotechnical Engineering Services.

CGA's Team will offer the following to the City of Miami Beach:

- 67 years of professional experience in South Florida
- Assigned experienced staff who are able to meet the project demands and schedules within the required budget
- All team members have worked together before on successful project completions
- Past and present high profile project experience gathered through the continuous projects performed throughout South Florida
- Assist the City, as required, with public involvement events to build consensus and support for the project
- Develop realistic project schedule that meets the City's needs and includes sufficient time for reviews and in-house quality control procedures

## **RELATED EXPERIENCE PROJECT MANAGER**

### **James F. Thompson, PE**

Mr. Thompson has extensive experience in the planning, design, permitting, and construction of water, wastewater, and drainage related projects for both municipal and private clients. His project management responsibilities includes projects with budgets exceeding \$100 million. His professional experience includes:

- North Andrews Gardens Neighborhood Improvement Project, Unincorporated Broward County, Florida
- Franklin Park Neighborhood Improvement Project, Unincorporated Broward County, Florida
- Washington Park Neighborhood Improvement Project, Unincorporated Broward County, Florida
- St. George West Neighborhood Improvement Project, Unincorporated Broward County, Florida
- Royal Palm Yacht and Country Club Area Drainage Improvements, Boca Raton, Florida
- Water and Sewer Master Plan, Office of Environmental Services, Broward County
- Key Stormwater Improvement Project, Lower Matecumbe, Islamorada, Florida
- Industrial Wastewater Improvement Program, Town of Davie, Florida
- Western-Eastern Shore Street Improvements, City of North Miami Beach, Florida

The following references were secured by the Procurement staff for McMahon Associates, Inc., they are follows:

Mr. Tom Good, City Project Manager  
Red Road Median Planting  
City of Miramar  
Miramar, Florida

“CGA is highly qualified to perform landscape design services that is consistent with the scope of the work specifications. If specifications are unclear they will attempt to resolve to owner satisfaction.”

Mr. Chris Russo, City Manager  
N.E. 172<sup>nd</sup> Street and North Bay Roadway Improvements  
City of Sunny Isle Beach  
Sunny Isle Beach, Florida

“Production and quality has been very good!”

Mr. John Flint, City Manager  
Weston Road Streetscape Improvements  
Weston, Florida

“Consultant met all budget requirements, additionally; the Consultant provided good quality work.”

## **CONCLUSION**

The City Manager concurs with the Evaluation Committee's recommendation and recommends that the Mayor and City Commission approve the ranking of firms, and authorize the Administration to enter into negotiations with the top-ranked firm of Calvin Giordano and Associates, Inc.; and should the Administration not be able to negotiate an agreement with the top ranked firm, authorizing the Administration to negotiate with second-ranked firm of APCT Engineers; and should the Administration not be able to negotiate an agreement with the second-ranked firm, further authorizing the Administration to negotiate with the third-ranked firm of EAC Consulting.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF QUALIFICATIONS RECEIVED PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 41-03/04, FOR URBAN DESIGN, LANDSCAPE ARCHITECTURE, AND ENGINEERING SERVICES FOR DESIGN, AND CONSTRUCTION ADMINISTRATION SERVICES FOR STREETScape AND UTILITY IMPROVEMENTS IN THE NORTH SHORE NEIGHBORHOOD; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE TOP-RANKED FIRM OF CALVIN, GIORDANO & ASSOCIATES, INC.; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED FIRM, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE SECOND-RANKED FIRM OF APCT ENGINEERS; AND SHOULD THE ADMINISTRATION NOT BE ABLE TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, FURTHER AUTHORIZING THE ADMINISTRATION TO NEGOTIATE WITH THE THIRD-RANKED FIRM OF EAC CONSULTING.**

**WHEREAS**, on September 8, 2004, the City Commission authorized the issuance of RFQ No. 41-03/04 to solicit qualifications from professional firms with the capability and experience to provide design, bid and award, and construction administration services for the North Shore Neighborhood Project (the RFQ); and

**WHEREAS**, the RFQ was issued on September 28, 2004, with an opening date of November 19, 2004; and

**WHEREAS**, ten (10) proposals were received in response to the RFQ, by the following firms:

- APCT Engineers;
- Beiswenger, Hoch and Associates, Inc.;
- Calvin, Giordano & Associates, Inc.;
- Chen and Associates;
- EAC Consulting, Inc.;
- H. J. Ross;
- R. J. Behar & Company, Inc.;
- RMPK Group, Inc.;
- Serralta, Rebull, Serig, Inc.; and
- URS; and

**WHEREAS**, an Evaluation Committee was appointed by the City Manager via Letter to Commission (LTC) No. 306-2004, consisting of the following individuals:

- Margarita Cepeda, Executive Director, Hispanic Community Center

(Committee Chair)

- Diana Susi, Owner, Happy Kids Daycare
- Randall Robinson, Executive Director, North Beach Development Corp.
- Daniel Veitia, Architect
- Joyce Meyers, Principal Planner, Planning Department
- Thomas Urriola, Acting Director, Housing and Community Development
- Ronnie Singer, Community Information Manager, CIP Office; and

**WHEREAS**, on January 25, 2005, the Evaluation Committee convened and discussed the qualifications and credentials of all ten firms, and consensus was to shortlist only the four (4) most qualified firms and invite the four firms to provide a 15-minute presentation, followed by a 15-minute question and answer session; and

**WHEREAS**, the Committee reconvened on February 7, 2005, for the second meeting; the Committee members discussed their individual ranking of all the firms and ranked the top three firms accordingly:

- First: Calvin, Giordano & Associates, Inc.;
- Second: APTC Engineers;
- Third: EAC Consulting; and

**WHEREAS**, the City Manager has reviewed the Evaluation Committee's recommendation, and recommends that the Mayor and City Commission accept the Committee's recommendation, relative to the ranking of firms pursuant to the RFQ and would recommend that the Administration enter into negotiations with the first-ranked firm of Calvin, Giordano & Associates, Inc.; if unsuccessful, negotiate with the second-ranked firm of APTC Engineers; and, if unsuccessful, negotiate with the third-ranked firm of EAC Consulting.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission accept the recommendation of the City Manager pertaining to the ranking of firms pursuant to RFQ No. 41-03/04, and authorize the Administration to enter into negotiations with the top-ranked firm of Calvin, Giordano & Associates, Inc.; should the Administration not be able to negotiate an agreement with the top-ranked firm, authorize the Administration to negotiate with the second-ranked firm of APTC Engineers, Inc.; and, should the Administration not be able to negotiate an agreement with the second-ranked firm, authorize the Administration to negotiate with the third-ranked firm of EAC Consulting.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2005.


**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

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\_\_\_\_\_  
City Attorney      2-15-05  
Date

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**CITY OF MIAMI BEACH  
CITY COMMISSION ITEM SUMMARY**



**Condensed Title:**

A resolution reallocating funds, in the amount of \$65,000, from Series 2000 Stormwater Bonds, from the Nautilus Neighborhood Project contingency, to provide for additional services to Reynolds Smith and Hills to complete the design of the project.

**Issue:**

Shall the City of Miami Beach reallocate funds, in the amount of \$65,000, from Series 2000 Stormwater Bonds, from the Nautilus Neighborhood Project contingency to provide additional services to Reynolds Smith & Hills to complete the design of the Project?

**Item Summary/Recommendation:**

On May 16, 2001, the City entered into an Agreement with the firm of Reynolds Smith & Hills (RSH) for Architectural and Engineering Services for the Nautilus Right of Way Infrastructure Improvements Project. On October 1, 2004, RSH submitted a request for additional services, in the amount of \$105,087, for modifications and additions to the storm water design in the Project. The modifications included the incorporation of two new outfalls into the design in order to accomplish the necessary disposal of storm water. They also included the addition of two pump stations and injection wells to meet regulatory requirements and to account for a low lying area within the neighborhood. These changes required the addition of at least fifteen contract documents to the scope of services. The above described improvements are considered additional to the original scope of services and necessary to provide a proper design for the Project and to obtain the proper improvements to the storm water disposal in the neighborhood.

On October 12, 2004, the City and the City's Program Manager, Hazen & Sawyer informed RSH that the amount requested was not in accordance with the modifications to the scope of services and that the request would have to be reformulated. On November 10, 2004, RSH resubmitted the request with new documentation and additional substantiation and lowered the amount to \$80,393. On November 17, 2004, the City once again informed RSH that the request was still not acceptable and that it contained items for which the City would not compensate RSH.

Several negotiation sessions were held in order to reach an acceptable value for the recognized additional services. On January 12, 2005, the City and RSH met again to complete negotiations on the scope and value of the request. After the discussion, City staff reached an agreement, which, if approved by the City Commission, would compensate RSH in the amount of \$65,000 for the subject services. The administration recommends approval.

**Advisory Board Recommendation:**

This item was heard at the February 17, 2005 Finance and Citywide Committee meeting.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1			
	2			
Finance Dept.	Total			

**City Clerk's Office Legislative Tracking:**

Mauro Burgio, Senior Capital Projects Coordinator

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
JECh	RCM/TH	

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AGENDA ITEM

*C7B*

DATE

*2-23-05*

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REALLOCATING FUNDS, IN THE AMOUNT OF \$65,000, FROM SERIES 2000 STORMWATER BONDS, FROM THE NAUTILUS NEIGHBORHOOD PROJECT CONTINGENCY, TO PROVIDE FOR ADDITIONAL SERVICES TO REYNOLDS SMITH AND HILLS TO COMPLETE THE DESIGN OF THE PROJECT.**

### ADMINISTRATION RECOMMENDATION

Approve the resolution.

### FUNDING

Funding in the amount of \$65,000 from Series 2000 Stormwater Bonds is available, and has been previously appropriated for the Project.

### BACKGROUND

On May 16, 2001, the City entered into an Agreement with the firm of Reynolds Smith & Hills (Consultant) for Architectural and Engineering Services for the Nautilus Right of Way Infrastructure Improvements Project (the Project). On October 1, 2004, the Consultant submitted a request for additional services, in the amount of \$105,087, for modifications and additions to the storm water design, (a copy of the original request is attached as Exhibit 1).

The City and City's Program Manager, Hazen and Sawyer, evaluated the request and on October 12, 2004, informed the Consultant that the scope and amount requested were not acceptable (a copy of the letter sent to the Consultant is attached as Exhibit 2). On November 10, 2004, the Consultant resubmitted a similar request for a reduced additional services amount to \$90,237 (a copy of that revised request is attached as Exhibit 3). On November 17, 2004, the City, through its Program Manager, once again informed the Consultant that the request remained unacceptable; as it contained items for which the City would not compensate the Consultant (a copy of the letter sent to the Consultant is attached as Exhibit 4).

Several discussions ensued between the Consultant and the City on this issue, and a meeting was subsequently held on January 12, 2005, during which the City and the Consultant negotiated the scope and value of the subject request for additional services. As a result of that meeting, an agreement was reached which, if approved by the City

Commission, would provide compensation to the Consultant in the amount of \$65,000 for the subject services and amend the Agreement, (a copy of the revised request is attached as Exhibit 5). These services allow for the incorporation of two new and two existing outfalls into the design to accomplish the necessary disposal of storm water. In addition, the services also include the addition of two new pump stations and the related injection wells to service a low lying area within the Nautilus neighborhood.

The current estimate of cost for the stormwater system improvements within the Nautilus Neighborhood as provided by Consultant is \$9,877,043. This figure exceeds the original Basis of Design estimate and construction budget of \$6,601,773 by \$3,275,270. This difference is attributable to several factors, including a significant increase in cost of materials; an overall increase in construction costs in the South Florida area due to greater activity, and the time lapsed between the original and current estimate. In addition, the topographic information that was available to the Consultant during planning was less detailed than the information currently available, necessitating the use of new and existing outfalls, as well as two pump stations, to meet stormwater Master Plan flooding criteria restrictions.

As the estimated construction cost escalated beyond the available budget, CIP and Public Works are reviewing potential value engineering options that would reduce the estimated construction cost. Some of the value engineering opportunities include the use of different pipe material, revision of minimum design standards, and the use of different drainage systems than what is currently proposed. It must be noted that value engineering cost reductions will not completely eliminate the \$3,275,270 estimated cost construction difference between the current cost estimate and the original basis of design estimate.

The potential shortfall in storm water funding is identified only as a possible future funding issue. An overall City wide review of storm water systems indicates that a small number of neighborhoods may be faced with this issue, however, City wide it may be possible through a variety of value engineering steps to fund all of the currently funded projects with available resources. Some unfunded projects, such as West Avenue may still experience storm water system funding shortfalls. As the system design and cost estimating proceed and become more precise, the Administration will advise the Commission on the system design and any projected funding issues.

Implementing the above noted value engineering alternatives would not significantly affect the additional funding request of \$65,000 for additional design effort. This request will allow the design to proceed independently of any determinations made as to the value engineering options.

The Administration presented this item to the Finance and Citywide Projects Committee on February 17, 2005.

JMG/RCM/TH/JECh

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# **EXHIBIT 1**

**CITY COMMISSION MEETING  
FEBRUARY 23, 2005**

**ADDITIONAL SERVICES TO RS&H FOR  
NAUTILUS NEIGHBORHOOD**



***Architectural, Engineering, Planning and Environmental Services***

**REYNOLDS, SMITH AND HILLS, INC.**

6161 Blue Lagoon Drive, Suite 200  
Miami, Florida 33126  
Tel: 786.388.0234 Fax: 786.388.8108

**RECEIVED**  
**HAZEN AND SAWYER, P.C.**  
Miami Beach, Florida

OCT 04 2004

October 1, 2004

Mr. Suresh Mistry, PE  
Engineering Coordinator  
Hazen and Sawyer, PA  
975 Arthur Godfrey Road, Suite 211  
Miami Beach, Florida 33140

\_\_\_\_\_  
\_\_\_\_\_  
Job No. \_\_\_\_\_

**RE: Request for Additional Design Fees**  
**Neighborhood No. 7: Nautilus - ROW Infrastructure Improvement Program**  
**RS&H Project No.: 11120537000**

Dear Mr. Mistry:

The purpose of this letter is to request additional fees for design services performed outside the current scope of work for the subject project. The services consist of additional design associated with the proposed water distribution system, and stormwater system improvements. The total fee requested for the additional services is \$105,087, as shown on the attached Fee Schedule Summary Sheet. The following is a description of the additional services:

**Water System Improvements**

Following the development of the 60% Design Documents for the water main, we were advised that the existing specialty material driveways (brick pavers, stamped concrete, or stones) should not be impacted by proposed improvements. Due to this requirement, the alignment of the proposed water main will be substantially modified and the associated profile views will need to be redeveloped accordingly. As shown in the 30% submittal of the Design Documents, the proposed water main was going to be installed in the swale areas in an effort to facilitate the implementation process and minimize the amount of roadway reconstruction. The breakdown of the effort associated with the additional water distribution system design services is shown on the attached Fee Schedule Summary Sheet.

**Stormwater System Improvements**

The attached letter from our subconsultant, RJ Behar & Company, provides a more comprehensive description of the additional services provided to comply with various design and funding constraints. In addition, RS&H is expanding a substantial amount of effort to coordinate the services and implement the changes in the design documents. The breakdown of the effort associated with the additional stormwater system design services is shown on the attached Fee Schedule Summary Sheet.

As always, if you have any questions or require additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,

**REYNOLDS, SMITH AND HILLS, INC.**

Stanley Fardin, PE  
Project Manager

Cc: Jeff Easley / RS&H  
Sam Gonzalez / RS&H  
Richard Bolt / RJ Behar

A-E FEE NEIGHBORHOOD NO. 7 NAUTILUS  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
ADDITIONAL DESIGN SERVICES

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	Sr. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS <sup>1</sup>	TOTAL COST
1	PLANNING SERVICES									
1.1	PROJECT KICK-OFF MEETING	0	0	0	0	0	0	0	0	\$0
1.2	INFRASTRUCTURE PLANNING	0	0	0	0	0	0	0	0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE STREETScape TREATMENTS	0	0	0	0	0	0	0	0	\$0
1.4	ATTEND "VISIONING" SESSION	0	0	0	0	0	0	0	0	\$0
1.5	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.6	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.6.1	COMMUNITY DESIGN WORKSHOP NO. 1	0	0	0	0	0	0	0	0	\$0
1.6.2	COMMUNITY DESIGN WORKSHOP NO. 2	0	0	0	0	0	0	0	0	\$0
1.7	BASIS OF DESIGN REPORT (DRAFT)	0	0	0	0	0	0	0	0	\$0
1.8	REVIEW OF BODR W/ CITY DIVISIONS	0	0	0	0	0	0	0	0	\$0
1.9	ADDITIONAL REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
1.10	FINAL BASIS OF DESIGN REPORT	0	0	0	0	0	0	0	0	\$0
2	DESIGN SERVICES									
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	0	0	0	0	0	0	0	0	\$0
2.2	DETAILED DRAINAGE DESIGN	0	0	0	0	0	0	0	0	\$0
2.3	DESIGN / CONSTRUCTABILITY REVIEW	0	0	0	0	0	0	0	0	\$0
2.4	COST OPINIONS	0	0	0	0	0	0	0	0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	0	0	\$0
2.7	PERMITTING REVIEWS	0	0	0	0	0	0	0	0	\$0
2.8	A/E CONSULTANT QA/QC OF DESIGN DOCUMENTS	0	0	0	0	0	0	0	0	\$0
3	BIDDING AND AWARD SERVICES									
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	0	0	0	0	0	0	0	0	\$0
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0	0	\$0
3.3	PRE-BID CONFERENCE	0	0	0	0	0	0	0	0	\$0
3.4	ADDENDA ISSUANCE	0	0	0	0	0	0	0	0	\$0
3.5	BID EVALUATION	0	0	0	0	0	0	0	0	\$0
3.6	CONTRACT AWARD	0	0	0	0	0	0	0	0	\$0
3.7	AS-BID CONTRACT DOCUMENTS	0	0	0	0	0	0	0	0	\$0
4	CONSTRUCTION MANAGEMENT SERVICES									
4.1	PRE-CONSTRUCTION CONFERENCE	0	0	0	0	0	0	0	0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS	0	0	0	0	0	0	0	0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CDC)	0	0	0	0	0	0	0	0	\$0
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE	0	0	0	0	0	0	0	0	\$0
4.5	PROCESSING OF SHOP DRAWINGS	0	0	0	0	0	0	0	0	\$0
4.6	FIELD OBSERVATION SERVICES	0	0	0	0	0	0	0	0	\$0
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	0	0	\$0
5	ADDITIONAL SERVICES - WATER - STORMWATER									
5.1	WATER MAIN RELOCATION - DESIGN SERVICES	0	12	16	80	0	80	0	188	\$14,850
5.2	STORMWATER - COORDINATION AND CADD SERVICES	0	32	12	0	8	60	4	116	\$9,344
5.3	RJ BEHAR & COMPANY - DESIGN SERVICES	0	72	273	353	0	167	0	865	\$79,593
6	REIMBURSABLES									
6.1	REPRODUCTION SERVICES (500 + 250)									\$750
6.2	TRAVEL AND SUBSISTENCE (300 + 250)									\$550
6.3	SURVEYING									
6.4	GEO-TECHNICAL EVALUATION									
6.5	UNDERGROUND UTILITY VERIFICATION									\$0
	TOTAL HOURS	0	116	301	433	8	307	4	1,169	\$105,087
	TOTAL FEE ESTIMATE	\$151.55	\$125.42	\$107.65	\$90.93	\$76.30	\$54.35	\$41.81		
	Hourly Rates									



## **R.J. Behar & Company, Inc.**

Engineers • Planners

354-680-7781

p. 4

September 30, 2004

Mr. Stanley Fardin, P.E.  
Reynolds, Smith and Hills, Inc.  
6161 Blue Lagoon Dr., Suite 200  
Miami, Florida 33126

Subject: **Nautilus Neighborhood Project**  
**Stormwater Design**  
**Additional Services Fee Request**

Dear Stanley:

We respectfully submit this Request for Additional Services for the above referenced project in the amount of \$80,393.00. During the course of advancing the project to the near 60% submittal stage, we performed a number of additional services beyond the scope of the original contract. Although we proceeded to perform these services without prior written authorization, in the interest of not delaying the schedule, the City was advised on a number of occasions that we considered the work to be additional. These additional services are as follows:

1. **Additional Modeling Based on Actual Data**  
During the planning stage (BODR) certain assumptions had to be made regarding elevations and outfall locations because the survey data was not yet available. Also, our fee was based on using the outfall locations as identified in the City's Stormwater Master Plan (SWMP). Elevations obtained with the survey were lower than the assumed elevations, therefore requiring considerable re-modeling time. The re-modeling was required because the lower ground elevations resulted in less head available for conveyance and water quality treatment.
2. **Revise Modeling for Budget Alternatives**  
After completing the 30% design submittal, it was determined that the estimated cost was considerably above the construction budget. We explained during subsequent discussions and meetings that an engineering solution meeting the requirements of the SWMP criteria could not be provided within the construction budget. It was requested that we examine various options and materials, including possible phasing of the system to be constructed, and provide additional estimates in an attempt to proceed with a viable project to the 60% stage within the construction budget. A considerable amount of re-modeling effort was required in order to examine the various alternatives and provide the requested estimates. Our proposed alternative solution to meet allowable flooding and quality treatment criteria for Basins 92 & 97 is to design two stormwater pump stations with pressurized injection wells (one for each basin) in combination with gravity wells. The proposed pump station design has not yet been performed and is listed separately below.
3. **Revise Modeling & Layout to Include Existing Outfalls**  
After completing the 30% design submittal, we were requested to explore the possibility of using the existing outfalls in addition to the proposed outfalls in order to try to minimize the size of piping in the system. Note that during the BODR and the 30%



design stage, we were proceeding based on the City's SWMP that indicates new larger diameter outfalls to replace the existing outfalls. We have also advised the City of the need to inspect and video the condition of these outfalls. We have continued to proceed to the 60% submittal under the assumption that these outfalls will be able to be re-used. Re-modeling the stormwater network to include use of the existing outfalls and downsizing of pipe sizes required additional effort. Use of the existing outfalls also required additional time for coordination of the surveyor. This coordination included providing the surveyor with location sketches, obtaining quotes, insuring the proper datum was used and incorporating the outfall information with the overall survey.

**4. Revise Modeling & Layout to Modify Alignment**

The BODR, the 30% design and the current (near 60%) design have the proposed stormwater system located within the swale areas as much as possible in order to minimize the amount of roadway reconstruction required. We have since been requested to revise the layout and locate the proposed system beneath the roadway as much as possible in order to minimize the impact on landscaped swale areas and specialty material driveways (pavers, stamped concrete, etc.). This will require a considerable amount of re-modeling time and additional time to revise the layout of the system. This work has yet to be performed.

**5. Additional Quality Control for each Additional Task**

The additional modeling, calculations and revisions of the layouts required additional independent quality control.

**6. Pump Station Plans and Calculations (Basins 92 and 97)**

As indicated above, we are proposing a combination of gravity wells and stormwater pump stations and pressurized injection wells for each Basin 92 and Basin 97. This is required in order to meet the City's SWMP criteria for allowable flooding and required quality treatment. This appears to be the only cost feasible solution and is a result of the combination of low ground elevations, the high water table and the long pipe runs necessary to reach the outfall locations from the furthest most points within the basins. Design of the pump stations will require re-modeling of the system network within each basin and revising the system layout, along with the actual design of the pump stations and pressurized injection wells. The current layout for each basin will have to be divided into two layouts with downsizing of pipes and possible re-routing of the pipe runs. The pump stations will also require additional permitting effort. This work has yet to be performed. Preliminary analysis indicates that a pump station with approximately 4 injection wells, combined with gravity wells will be required to reduce the flooding problem in Basin 97. For Basin 92, a pump station with approximately 5 injection wells and gravity wells will be required. A preliminary estimate of the cost of the pump stations and injection wells is \$300,000 for each pump station and \$75,000 for each injection well. We have reviewed possible locations for the pump stations in each basin and offer the following suggested locations. For Basin 92, the preferred site would be the parking lot at the north corner of Alton Rd. and Lenox Ave. A secondary site would be somewhere on the Nautilus Middle School site, which would probably require an easement. For Basin 97, the preferred site would be the corner intersection of Nautilus Dr. and Nautilus Ct. A secondary site would be the parking area on W. 48<sup>th</sup> St. across from the hospital. A third possible location would be in the swale area at the northeast corner of Nautilus Dr. and W. 44<sup>th</sup> Ct.

Attached please find our fee request for the additional work effort outlined above.

In addition, we request additional survey information for the outfalls as follows:

1. Basin 92: Existing 36" outfall to Biscayne Waterway along N. Meridian at approximate Sta. 505+90. Invert elevation at the seawall/headwall and elevation of the top of the seawall/headwall.
2. Basin 92: Topographic survey and soundings for the proposed new outfall at the north side of the W. 41<sup>st</sup> St. (Arthur Godfrey Rd.) bridge. We need survey of the area between the parking structure and the north right-of-way of 41<sup>st</sup> St. from N. Meridian to the Biscayne Waterway. At the waterway, we need elevations of the top of the seawall and/or bank and the water surface. Additionally, we need soundings of the bottom of the waterway on a 10-foot grid for a length of 30 feet minimum from the face of the bulkhead and a width of 30 feet centered on the proposed outfall location.
3. Basin 97: Existing 24" outfall to Surprise Lake along N. Meridian at approximate Sta. 528+50 (W. 46<sup>th</sup> St.). Invert elevation at the seawall/headwall and elevation of the top of the seawall/headwall.
4. Basin 97: Topographic survey and soundings for the proposed new outfall at the north side of the 47<sup>th</sup> St. bridge. We need survey of the area between the parking structure and the north right-of-way of 47<sup>th</sup> St. from N. Meridian to the waterway. At the waterway, we need elevations of the top of the seawall and/or bank and the water surface. Additionally, we need soundings of the bottom of the waterway on a 10-foot grid for a length of 30 feet minimum from the face of the bulkhead and a width of 30 feet centered on the proposed outfall location.
5. Basin 99: Existing 21" outfall to Surprise Lake along W. 48<sup>th</sup> St. at approximate Sta. 539+20. Invert elevation at the seawall/headwall and elevation of the top of the seawall/headwall.
6. Basin 99: Topographic survey and soundings for the proposed new outfall at the north side parking area to the north of the hospital. We need survey of the area from W. 48<sup>th</sup> St. to the waterway. At the waterway, we need elevations of the top of the seawall and/or bank and the water surface. Additionally, we need soundings of the bottom of the waterway on a 10-foot grid for a length of 30 feet minimum from the face of the bulkhead and a width of 30 feet centered on the proposed outfall location.

With respect to schedule we offer the following:

The pump station design and completion of the 60% submittal plans can be accomplished in ten (10) weeks following receipt of the requested survey data and approval of this additional services request.

If you have any questions please do not hesitate to contact me at (954) 680-7771.

Sincerely,

**R.J. BEHAR & COMPANY, INC.**



Richard L. Bolt  
Project Manager

Cc: File 01026, B. Behar, J. Vazquez

F:\#01022\Contract File\RSI-Nautilus-addl-service-request-9-30-04.doc

# **EXHIBIT 2**

**CITY COMMISSION MEETING  
FEBRUARY 23, 2005**

**ADDITIONAL SERVICES TO RS&H FOR  
NAUTILUS NEIGHBORHOOD**

October 12, 2004

Stanley Fardin, P.E.  
Project Manager  
**REYNOLDS SMITH AND HILLS, INC.**  
6161 Blue Lagoon Drive, Suite 200  
Miami, Florida 33126

-Fax'd This Date-

City of Miami Beach  
Right-of-Way Infrastructure Improvements Program  
Neighborhood No. 7: Nautilus  
Request for Additional Services: Water and  
Stormwater Improvements

Dear Mr. Fardin:

We are in receipt of Reynolds, Smith and Hills, Inc. (RS&H) request for additional services dated October 1, 2004. As discussed during the meeting between the City / RS&H / Hazen and Sawyer (H&S) on October 7, 2004, the City's response to RS&H's request for additional services is as follows:

1. Water System Improvements

The Capital Improvements Projects (CIP) Office has determined that sufficient justification has not been provided to support this request for additional services. The City expressed concern with the routing of mains within existing swales in the 30% design review comments. RS&H responded that the proposed utilities would be routed to cause minimum interference with existing landscaping. The City believes that the installation of the proposed watermain and stormwater improvements in the roadway would be far more economical and practical. This would avoid extensive conflicts with existing driveways and landscaping. The City welcomes the opportunity to visit the site and allow RS&H to present its argument for a swale based system. However, at this time, the request for additional services is rejected.

2. Additional Modeling Data Based on Actual Data

The CIP Office has determined that sufficient justification has not been provided to support this request for additional services. In accordance with Task 2.2 of the Scope of Services, the City considers this work to be part of the base Scope of Services. Hence, RS&H's request for additional services is rejected.

3. Revise Modeling for Budget Alternatives

The CIP Office has determined that sufficient justification has not been provided to support this request for additional services. In accordance with Task 2.4 of the Scope of Services, the City considers this work to be part of the base Scope of Services. Hence, RS&H's request for additional services is rejected.

**4. Revise Modeling and Layout to include Existing Outfalls**

The CIP Office has determined that sufficient justification has not been provided to support this request for additional services. In accordance with Task 2.2 of the scope of services, the City considers this work to be part of the base scope of services. Hence, RS&H request for additional services is rejected. With respect to the need to inspect and video the condition of the existing outfalls, RS&H was advised to proceed towards the 60% submittal under the assumption that the outfalls are in good condition. The contract documents are to reflect that the Contractor is to inspect and video the existing outfalls during construction. The Contractor is to evaluate the video and determine whether the outfalls need to be repaired/replaced/lined.

**5. Revise Modeling and Layout to Modify Alignment**

As noted under Item 1, the City believes that the installation of the proposed watermain and stormwater improvements in the roadway would be far more economical and practical. This would avoid extensive conflicts with existing driveways and landscaping. The City welcomes the opportunity to visit the site and allow RS&H to present its argument for a swale based system. However, at this time, the request for additional services is rejected.

**6. Additional Quality Control for each Additional Task**

The CIP Office has determined that sufficient justification has not been provided to support this request for additional services. In accordance with Task 2.8 of the Scope of Services, the City considers this work to be part of the base Scope of Services. Consultant is required to maintain a Quality Assurance / Quality Control Program to verify and ensure the quality, clarity, completeness, constructability and biddability of its contract documents. Hence, RS&H's request for additional services is rejected.

**7. Pump Station Plans and Calculations (Basins 92 and 97)**

The CIP Office has reviewed this request and advises as follows:

- **Pump Station Plans and Calculations.** The CIP Office may consider this request for additional services. Please submit a list of additional drawings that would be required for the design of the pump stations and associated wells, as well as, existing drawings that are required to be modified.
- **Re-modeling of the System Network.** The CIP Office has determined that sufficient justification has not been provided to support this request for additional services. In accordance with Task 2.2 of the Scope of Services, the City considers this work to be part of the base Scope of Services.

**8. Additional Survey Data**

We are in receipt of RS&H's request for additional services dated October 6, 2004 regarding the collection of additional survey data to proceed with the design of stormwater improvements. The City is currently reviewing this request and will advise accordingly.

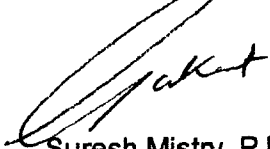
# HAZEN AND SAWYER

Stanley Fardin, P.E.  
October 12, 2004

As always, should you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

HAZEN AND SAWYER, P.C.



Suresh Mistry, P.E.  
Engineering Coordinator

c: T. Hemstreet  
J. Chartrand  
M. Burgio  
C. Hastings  
C. Bennett  
B. Vidal  
File No. 4007 / 1.4

# **EXHIBIT 3**

**CITY COMMISSION MEETING  
FEBRUARY 23, 2005**

**ADDITIONAL SERVICES TO RS&H FOR  
NAUTILUS NEIGHBORHOOD**



*Architectural, Engineering, Planning and Environmental Services*

**REYNOLDS, SMITH AND HILLS, INC.**

6161 Blue Lagoon Drive, Suite 200  
Miami, Florida 33126  
Tel: 786.388.0234 Fax: 786.388.8108

**RECEIVED**  
HAZEN AND SAWYER, P.C.  
Miami Beach, Florida

November 10, 2004

Mr. Suresh Mistry, PE  
Engineering Coordinator  
Hazen and Sawyer, PC  
975 Arthur Godfrey Road, Suite 211  
Miami Beach, Florida 33140

NOV 18 2004

*SM BV CB*

JOB No. 4007/1-4

**RE: Request for Additional Design Fees (Rev. - 1)**  
**Neighborhood No. 7: Nautilus - ROW Infrastructure Improvement Program**  
**RS&H Project No.: 11120537000**

Dear Mr. Mistry:

We are in receipt of your letter dated October 12, 2004 regarding our request for additional fees related to the design of water and stormwater improvements for the Nautilus Neighborhood. As discussed at the Progress Meeting of November 9, 2004, RS&H has decided not to pursue the additional fees associated with the relocation of the water main, from the swale to the pavement, even though we strongly disagree with the reasons stated in your letter for rejecting our request. However, we believe that work outside of the scope of services was performed in order to meet the design criteria established in the City's Stormwater Master Plan and the Construction Budget. As per your letter, we are also resubmitting our fee proposal for the design of the pump stations in Basin 92 and Basin 97. The attached letter from our subconsultant, RJ Behar, provides a summary of the additional services provided and the scope of work associated with the design of the pump stations. The total fee requested for the additional services is \$90,237, as shown on the attached Fee Schedule Summary Sheet.

As always, we are available to meet with you and the City to review this request at your earliest convenience. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

**REYNOLDS, SMITH AND HILLS, INC.**

*Stanley Fardin*

Stanley Fardin, PE  
Project Manager

Cc: Jeff Easley / RS&H  
Sam Gonzalez / RS&H  
Richard Bolt / RJ Behar



A-E FEE NEIGHBORHOOD NO. 7 NAUTILUS  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
ADDITIONAL SW DESIGN SERVICES

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
1	PLANNING SERVICES									
1.1	PROJECT KICK-OFF MEETING	0	0	0	0	0	0	0	0	\$0
1.2	INFRASTRUCTURE PLANNING	0	0	0	0	0	0	0	0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE STREETScape TREATMENTS	0	0	0	0	0	0	0	0	\$0
1.4	ATTEND "VISIONING" SESSION	0	0	0	0	0	0	0	0	\$0
1.5	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.6	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.6.1	COMMUNITY DESIGN WORKSHOP NO. 1	0	0	0	0	0	0	0	0	\$0
1.6.2	COMMUNITY DESIGN WORKSHOP NO. 2	0	0	0	0	0	0	0	0	\$0
1.7	BASIS OF DESIGN REPORT (DRAFT)	0	0	0	0	0	0	0	0	\$0
1.8	REVIEW OF BOOR W/ CITY DIVISIONS	0	0	0	0	0	0	0	0	\$0
1.9	ADDITIONAL REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
1.10	FINAL BASIS OF DESIGN REPORT	0	0	0	0	0	0	0	0	\$0
2	DESIGN SERVICES									
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	0	0	0	0	0	0	0	0	\$0
2.2	DETAILED DRAINAGE DESIGN	0	0	0	0	0	0	0	0	\$0
2.3	DESIGN / CONSTRUCTABILITY REVIEW	0	0	0	0	0	0	0	0	\$0
2.4	COST OPINIONS	0	0	0	0	0	0	0	0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	0	0	\$0
2.7	PERMITTING REVIEWS	0	0	0	0	0	0	0	0	\$0
2.8	A/E CONSULTANT QA/QC OF DESIGN DOCUMENTS	0	0	0	0	0	0	0	0	\$0
3	BIDDING AND AWARD SERVICES									
3.1	CONSTRUCTION DOCUMENT REVIEW	0	0	0	0	0	0	0	0	\$0
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0	0	\$0
3.3	PRE-BID CONFERENCE	0	0	0	0	0	0	0	0	\$0
3.4	ADDENDA ISSUANCE	0	0	0	0	0	0	0	0	\$0
3.5	BID EVALUATION	0	0	0	0	0	0	0	0	\$0
3.6	CONTRACT AWARD	0	0	0	0	0	0	0	0	\$0
3.7	AS-BID CONTRACT DOCUMENTS	0	0	0	0	0	0	0	0	\$0
4	CONSTRUCTION MANAGEMENT SERVICES									
4.1	PRE-CONSTRUCTION CONFERENCE	0	0	0	0	0	0	0	0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS	0	0	0	0	0	0	0	0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CDC)	0	0	0	0	0	0	0	0	\$0
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE	0	0	0	0	0	0	0	0	\$0
4.5	PROCESSING OF SHOP DRAWINGS	0	0	0	0	0	0	0	0	\$0
4.6	FIELD OBSERVATION SERVICES	0	0	0	0	0	0	0	0	\$0
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	0	0	\$0
5	ADDITIONAL SERVICES - BASINS 92.97 & 99									
5.1	WATER MAIN RELOCATION - DESIGN SERVICES	0	0	0	0	0	0	0	0	\$0
5.2	STORMWATER - COORDINATION AND CADD SERVICES	0	32	12	8	0	60	4	116	\$9,344
5.3	RJ BEHAR & COMPANY - DESIGN SERVICES	0	72	273	353	0	167	0	865	\$79,593
6	REIMBURSABLES									
6.1	REPRODUCTION SERVICES (500 + 250)									\$750
6.2	TRAVEL AND SUBSISTENCE (300 + 250)									\$550
6.3	SURVEYING									\$0
6.4	GEOTECHNICAL EVALUATION									\$0
6.5	UNDERGROUND UTILITY VERIFICATION									\$0
	TOTAL HOURS	0	104	285	363	8	227	4	981	
	TOTAL FEE ESTIMATE	\$161.55	\$125.42	\$107.65	\$90.93	\$76.30	\$54.35	\$41.81		\$90,237

**R.J. Behar & Company, Inc.**

Engineers • Planners

November 1, 2004

Mr. Stanley Fardin, P.E.  
Reynolds, Smith and Hills, Inc.  
6161 Blue Lagoon Dr., Suite 200  
Miami, Florida 33126

Subject: **Nautilus Neighborhood Project**  
**Stormwater Design**  
**Additional Services Fee Request Revision 1**

Dear Stanley:

We respectfully re-submit this Request for Additional Services for the above referenced project in the amount of \$80,393.00. In response to the letter of October 12, 2004 from Suresh Mistry, PE (Hazen & Sawyer) to Stanley Fardin, PE (RS&H) we offer the following:

1. **Additional Modeling Based on Actual Data**

The way this project was set up and negotiated, the modeling for the stormwater system was to be done during the BODR planning phase with the expectation that we would have to make minor revisions to the modeling during actual design. This modeling was necessary in order to determine the budget cost estimate for the planning phase. We were also advised by the City negotiator that there was a Stormwater Master Plan (SWMP) for the City which was to be followed and defined the work to be done therefore requiring less design effort. Elevations obtained with the survey were lower than the elevations assumed during the planning phase, therefore requiring considerable re-modeling time. The results of the additional modeling effort indicated that the City's SWMP flood criteria could not be met as planned due to the very low existing elevations. Task 2.2 of the Scope of Services does not call for remodeling, modifications to the modeling or recalculation of the complete stormwater system. Rather the scope only identifies the preparation of drawings and construction details at 30%, 60% and 90%. It is not reasonable to expect to have to re-model the stormwater system an indefinite amount of times because it would not be feasible to estimate the effort involved. We therefore understand that the remodeling efforts are outside the scope of services as defined in Task 2.2.

2. **Revise Modeling for Budget Alternatives**

On a meeting in March 10, 2004 we discussed with the City the need to reduce the cost of the neighborhood projects by studying several alternatives. At the meeting we advised the City that the alternatives would require remodeling in order to assess if they would meet the SWMP criteria regarding flooding, etc. At that meeting it was indicated that additional remodeling would be considered justification for supplemental design funds. Task 2.4 of the Scope of Services indicates that based on the opinion of probable cost at 60% and 90 % the City would advise if portions of the project need to be deleted, phased and/or bid as alternate bid items. Task 2.4 does not include the analysis of alternatives in order to reduce improvement costs, rather the City would advise what portions would need to be deleted. The alternatives evaluated included the avoidance of water quality

weirs and utilizing the latest rainfall maps per the South Florida Water Management District (SFWMD) rather than the outdated data in the City's SWMP. In addition to the remodeling efforts in order to assess if some of the alternatives would be permissible, we also had to contact Miami-Dade County Department of Environmental Resource Management (DERM). Also we had to research with the SFWMD the information regarding the applicable rainfall amounts. None of this work is required by Task 2.4 of the Scope of Services. We therefore understand that the remodeling and coordination efforts are outside the scope of services as defined in Task 2.4.

**3. Revise Modeling & Layout to Include Existing Outfalls**

After completing the 30% design submittal, we were requested to explore the possibility of using the existing outfalls in addition to the proposed outfalls in order to try to minimize the size of piping in the system. Including existing outfalls in the design is an additional alternative requested by the City in order to reduce construction cost. The condition of the pipe, invert at the outlet and outlet condition is to this date unknown. The City's SWMP indicated that these outfalls were undersized and should be replaced. Under the replacement scenario it would not be necessary to investigate the condition, size, invert, etc. of these pipes. As stated before neither Task 2.2 nor 2.4 include the development and analyses of alternatives, rather the City would advise what portions would need to be deleted. We therefore understand that the remodeling efforts are outside the scope of services as defined in Tasks 2.2 and 2.4.

Regarding the need to inspect the outfalls and the survey information, it would not be possible to assure that the project meets the SWMP criteria in terms of flooding, etc. without this information. The City is again requesting that the design proceed without the inspection of the existing outfalls. It is evident that in many locations the existing outfalls could not be replaced in-kind due to the lack of space for construction. Leaving this for determination during construction is an invitation for a construction claim. We have proceeded as instructed by making assumptions in order to complete the plans to this stage. Additional modeling or re-design based on these assumptions being wrong (wrong elevations, size, not being able to use the outfall, etc.) will be considered outside the scope of services.

**4. Revise Modeling & Layout to Modify Alignment**

The BODR, the 30% design and the current (near 60%) design have the proposed stormwater system located within the swale areas as much as possible in order to minimize the amount of roadway reconstruction required. We have since been requested to revise the layout and locate the proposed system beneath the roadway as much as possible in order to minimize the impact on landscaped swale areas and specialty material driveways (pavers, stamped concrete, etc.). The drainage inlets have to be located in the swale area to collect the runoff. Normally the inlets are then connected to each other which mean that the pipe normally is running under the swale. In order to avoid the swale area and to avoid removing trees would mean that the pipe would have to be located under the roadway. Locating the pipe under the roadway means that the cost of pavement reestablishment increases, as well as the need for additional manholes in order to connect the inlets to the trunk line running under the pavement. Each additional manhole could cost as much as \$3,000 to \$4,000. In addition the additional structures add

minor heads losses to the system which in an area as critical as Miami Beach may mean the use of additional wells to compensate. Therefore the cost savings of avoiding the swale area are upset by the costs outlined above. This then becomes an item which is based on the preference of the client. This work will require a considerable amount of re-modeling time and additional time to revise the layout of the system. This work has yet to be performed and is considered outside the scope of services.

**5. Additional Quality Control for each Additional Task**

The additional modeling, calculations and revisions of the layouts of items 1 thru 4 will require additional independent quality control.

**6. Pump Station Plans and Calculations (Basins 92 and 97)**

As indicated previously we are proposing a combination of gravity wells and stormwater pump stations and pressurized injection wells for each Basin 92 and Basin 97. This is required in order to meet the City's SWMP criteria for allowable flooding and required quality treatment. This was the concept originally proposed at the outset of the project. The concept was changed at the request from the City Public Works Department which requested that pump stations be avoided. It is anticipated that 15 additional sheets would be required for the design of the pump stations as shown in the attached breakdown. This is the final design alternative in order to meet the City's SWMP flooding criteria. The 60% design cannot be completed until we are able to incorporate the pump station elements, which will require a re-modeling of the system. As stated before neither Task 2.2 nor 2.4 include the development and analyses of alternatives, rather the City would advise what portions would need to be deleted. We therefore understand that the additional design and remodeling efforts are outside the scope of services as defined in Tasks 2.2 and 2.4.

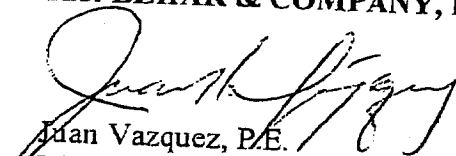
Attached please find a breakdown of our fee request for the additional work effort outlined above.

To date we have cooperated with RS&H by continuing the design effort as directed and working at risk before the additional fees were approved. We respectfully request that RS&H further pursue this request for additional funds.

If you have any questions please do not hesitate to contact me at (954) 680-7771.

Sincerely,

**R.J. BEHAR & COMPANY, INC.**

  
Juan Vazquez, P.E.  
Vice President

Cc: File 01026, B. Behar, R. Bolt

**TASK LIST**  
**R.J. BEHAR & COMPANY**  
Nautilus Basin 92 & 97 Pump Stations

ACTIVITY: ADD'L SERV. #6 PUMP STATIONS FOR DRAINAGE IMPROVEMENTS

TASK		BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1	Data Collection & Field Reviews	LS	1	24		24	Includes 2 field reviews
2	Hydraulic Calculations	EA	2	60		120	
3	Drainage Report	EA	2	8		16	
4	Structural Calculations & Plans	EA	2	12	2	24	(1 sheet each pump station)
5	Site Plan & Cross-section	EA	4	12	4	48	(2 sheets each pump station)
6	Miscellaneous Details	EA	2	8	2	16	(1 sheet each pump station)
7	Electrical: Site plans	EA	2	10	2	20	(1 sheet each pump station)
	Control panel details & calcs	EA	2	10	2	20	(1 sheet each pump station)
	Control wiring schematics	EA	2	10	2	20	(1 sheet each pump station)
	Service Equip. details & notes	EA	1	12	1	12	(1 note sheet for both pump stations)
8	FPL Coordination	L.S.	1	12		12	Service Point Load Meter Analysis
9	Specifications	LS	1	32		32	
10	Cost Estimates	L.S.	1	12		12	
11	Permitting	LS	1	48		48	DERM and FDEP
12	Quality Control	LS	1	21		21	
13	Review of Shop Drawings & Bid Assistance	LS	4	4		16	
14	Coordination meetings	EA	4	4		16	With City & Permitting Agencies
TOTAL					15	477	

# **EXHIBIT 4**

**CITY COMMISSION MEETING**  
FEBRUARY 23, 2005

ADDITIONAL SERVICES TO RS&H FOR  
NAUTILUS NEIGHBORHOOD

November 17, 2004

Jorge Chartrand  
Assistant Director  
**CITY OF MIAMI BEACH**  
Capital Improvement Projects Office  
1700 Convention Center Drive  
Miami Beach, Florida 33139

City of Miami Beach  
Right-of-Way (ROW) Infrastructure Improvement Program  
Neighborhood No. 7: Nautilus - Resubmittal of Request for  
Additional Services: Associated with Stormwater  
Improvements

---

Dear Mr. Chartrand:

As discussed during the meeting between the City / Consultant / Program Manager on October 7, 2004, the City rejected a request for additional services regarding water and stormwater design efforts on the subject project. This rejection was subsequently formalized via correspondence from the Program Manager (PM) to the Consultant on October 12, 2004. Attached is a copy of the letter for the reader's convenience. The Consultant has subsequently advised that it disagrees with the City's position and has submitted additional information to our office on November 10, 2004 for City consideration. A copy of this correspondence is also attached.

We have reviewed the new correspondence and offer the following observations:

1. Additional Modeling Data Based on Actual Data

As called out to the Consultant's attention in the correspondence of October 12, 2004, the Capital Improvement Projects (CIP) Office has opined that sufficient justification does not exist to support this request. Hence, the City considers this work to be part of the base Task 2.2 - Scope of Services. In response, the Consultant has submitted additional reasoning as to why it believes the work to be out of scope. Note that PM Team observations follow each item, as applicable.

- The Consultant states that it assumed that the majority of stormwater system hydraulic modeling efforts were to be completed during the planning phase of the project, with only minor adjustments / modifications to such being required during the design phase.
- In response, please note that review of the Scoping Session meeting minutes of October 12, 2001 state that it is the intent of the planning effort to identify problem drainage areas and perform preliminary calculations to provide stormwater improvement recommendations. Nothing in the scoping session minutes can be inferred to require that the Consultant perform the majority of its modeling effort during the planning phase. It is reasonable to assume that preliminary calculations must be supported by complete analyses during final design.

Jorge Chartrand  
November 17, 2004

- The Consultant states that City representatives advised during the Project negotiation that the Stormwater Master Plan layout was to be implemented as the definitive system orientation.
- In response, review of the scoping session meeting minutes referenced above indicates that no such representation was made to the Consultant. As is the case with all ROW Projects, Stormwater Master Plan data is provided to Program Consultants for general information purposes. However, Consultants retain full responsibility for the proper design and permissibility of their respective proposed stormwater system improvements.
- The Consultant states that results of the topographic survey completed after the stormwater layout was developed yielded varying elevations than those it assumed during planning, subsequently indicating that the system would not meet the City's stormwater criteria. This caused the Consultant to revisit its stormwater model and make adjustments during the design phase. According to the Consultant, the Scope of Services does not require adjustments and / or remodeling during the design phase, only the preparation of construction documents. Hence, the Consultant presents this as justification for additional services.
- In response, it is unclear why such work would qualify as an additional service. Design of a permissible system in accordance with City stormwater management guidelines is the full responsibility of the Consultant. The "final" modeling of a system during planning, when the Consultant has not yet completed its survey effort, would appear to be the result of the Consultant choosing to assume the risk for any subsequent revisions required because of actual survey data and field conditions. Hence, adjustments and re-calculations made necessary to meet final survey requirements would be a part of the base Scope of Services.
- The Consultant states that it is not reasonable for the City to expect an "indefinite" number of system remodeling efforts.
- In response, it is unclear why the Consultant would consider it unreasonable that the City anticipate the Consultant to demonstrate due diligence by performing requisite modeling and adjustment efforts based on actual topographic survey and field data, as necessary to meet field conditions, permitting requirements, and pre-established budget parameters.

## 2. Revise Modeling for Budget Alternatives

As called out to the Consultant's attention in the correspondence of October 12, 2004, the CIP Office has opined that sufficient justification does not exist to support this request. Hence, the City considers this work to be part of the base Task 2.4 - Scope of Services. In response, the Consultant has submitted additional reasoning as to why it believes the work to be out of scope. Note that PM Team observations follow each item, as applicable.

- The Consultant states that during the meeting of March 10, 2004 they advised City representatives that the current design was over budget, and that the development and analysis of alternatives to bring the estimated cost back to within specified



Jorge Chartrand  
November 17, 2004

budget parameters would result in additional services. As a point of clarification, please note that review of the subject meeting minutes indicates that the referenced meeting addressed the La Gorce neighborhood. The Nautilus stormwater budget overage issues were discussed during the June 24, 2004 Monthly Design Progress Meeting.

- In response, note that during the referenced meeting, the Consultant presented estimates and provided reasons why the proposed stormwater design was ~57% over budget (\$11 million versus a \$7 million budget). Since this overage exceeded the +30% / -15% accuracy level requirements identified under Task 2.4 of the Scope of Services, the Consultant was advised that any work required to result in a permissible design within established budget parameters was considered a part of the base scope of services. In addition, the Consultant was reminded that Article 4.2 of the Agreement states that if base bids exceed the estimated cost by 5%, the Consultant is required to implement revisions as many times as reasonably requested by the City at no additional cost to the City. To this end, as a means of avoiding further schedule impacts associated with redesign, it was deemed reasonable by the City to require that the Consultant address the budget overage at the 60% design completion stage due to the current magnitude of the overage.
- The Consultant states that all services associated with the evaluation of alternatives to address construction cost budget overages represent additional effort. In support of its contention, the Consultant notes that it interprets Task 2.4 of the Scope of Services to require the City to direct the Consultant as to which portions of the original design are to be deleted to meet budget requirements, without need of the Consultant developing alternatives for its consideration.
- In response, it is unclear how the City would be able to direct such deletions without the Consultant developing alternatives that identify respective cost impacts, while continuing to result in a permissible design that meets City stormwater standards (even if phased implementation is required).
- The Consultant states that it has complied with City direction to proceed with the development and evaluation of a variety of alternatives, including varying rainfall event intensities, deletions of portions of the proposed system, and alternative routing scenarios. However, the Consultant notes that all of these efforts are considered to be additional services.
- In response, the City considered the Consultants recommendations during the June 24, 2004 meeting, and then provided direction to proceed with a 7.5-inch rainfall event based system design that requires a pump station. At the meeting, the City voiced the opinion that it may consider the pump station work to be an additional scope item, and requested that the Consultant submit a design proposal for the inclusion of a pump station in the Project scope. This proposal was to include a listing of additional drawings that the Consultant felt were necessary to add the pump station. Unfortunately, this latest correspondence fails to properly address this request, so the City is unable to commence review and processing of this item.

Jorge Chartrand  
November 17, 2004

### 3. Revise Modeling and Layout to include Existing Outfalls

As called out to the Consultant's attention in the correspondence of October 12, 2004, the CIP Office has opined that sufficient justification does not exist to support this request. Hence, the City considers this work to be part of the base Task 2.2 - Scope of Services. In response, the Consultant has submitted additional reasoning as to why it believes the work to be out of scope. Note that PM Team observations follow each item, as applicable.

- The Consultant states that after the 30% design completion stage, the proposed stormwater system required reassessment to explore the possibility of utilizing existing outfalls to augment disposal capacity. The Consultant considers the inclusion of such outfalls in the design as an additional work item outside of the scope of the original contract.
- In response, note that it is the City's understanding that the reason the proposed system required reassessment after the 30% design completion stage was because the Consultant identified low lying areas within the drainage basin as a result of its topographic survey. Combined with the estimated ~57% cost overage, this required the Consultant to consider alternatives to meet performance and permit requirements, as well as bring the project design back to within established budget parameters.
- The Consultant states that existing outfalls need to be inspected and surveyed before the design can be finalized, and that the City has requested that design continue even though the collection of such information is outside of the scope of services. In addition, the Consultant states that completing design and proceeding to construction without required design data on existing outfalls will "invite" a construction claim. The Consultant further adds that due to the lack of available information on the existing outfalls, they have proceeded on design, as directed by the City, using their best judgment. However, any additional clarifications and adjustments to assumed values made necessary by the forensic evaluation results will be considered an additional service.
- In response, the City agrees that forensic work on existing outfalls is necessary is an additional service. However, it is important to note that the City requested a proposal for this work from the Consultant during the May 27, 2004 design progress meeting. A response was received on October 6, 2004, and is now under review by the City. This represents a five-month delay to the project design directly instigated by the Consultant. With the 60% design submittal originally due on December 23, 2003 postponed to November 30, 2004 while the Consultant analyzes the system and develops strategies for meeting budget parameters, it was imperative to avoid further delays caused by untimely submittals of requested proposal. To this end, the Consultant was advised that the City anticipated compliance with the agreed to November 30, 2004 submittal date. Hence, the Consultant was expected to continue working towards its established 60% submittal date by utilizing educated assumptions, pending availability of the actual data, as it is not in the City's best interest to allow a Consultant to dictate the design schedule through the delay of timely proposal submittals.

# HAZEN AND SAWYER

Jorge Chartrand  
November 17, 2004

## 4. Revise Modeling and Layout to Modify Alignment

As called out to the Consultant's attention in the correspondence of October 12, 2004, the City is of the opinion that the installation of proposed watermain and stormwater improvements as currently designed by the Consultant are not buildable, as the amounts of existing improvements within the swales that would require removal are not practical. The City suggested that the Consultant attend a visit site to allow the ROW Team the opportunity to reach consensus on this issue. However, the Consultant has chosen not to partake of this meeting, instead requesting additional services to relocate proposed underground improvements from the swale to the roadway. It remains unclear how the Consultant proposes to address the practical aspects of reclaiming the massive number of removals required by its proposed design.

## 5. Additional Quality Control for each Additional Task

As called out to the Consultant's attention in the correspondence of October 12, 2004, the CIP Office has opined that sufficient justification does not exist to support this request. Hence, the City considers this work to be part of the base Task 2.8 of the Scope of Services. The Consultant is required to maintain a Quality Assurance / Quality Control Program to verify and ensure the quality, clarity, completeness, constructability and biddability of its contract documents. In this case, it would appear that additional services of this nature would only be applicable to design efforts that are deemed outside of the scope of services (see Item 6 below).

## 6. Pump Station Plans and Calculations (Basins 92 and 97)

As called out to the Consultant's attention in the correspondence of October 12, 2004, the CIP Office has reviewed this request and noted that it might consider it appropriate for additional services. However, the Consultant was requested to submit a listing of additional drawings that would be required for the design of the pump station as well as existing drawings that are required to be modified. Such requested materials were not provided with the recent correspondence.

At this time, we suggest that the most effective way to address this issue may be a face-to-face meeting between the CIP office, and the Consultant's management staff. We are available to attend at your direction. As always, please advise should you have any questions or comments.

Very truly yours,

**HAZEN AND SAWYER, P.C.**

  
Bert Vidal, P.E.  
Program Manager

c: T. Hemstreet      S. Mistry  
M. Burgio          C. Bennett  
K. Mizell          File No. 4007/1.4

# **EXHIBIT 5**

**CITY COMMISSION MEETING**  
**FEBRUARY 23, 2005**

**ADDITIONAL SERVICES TO RS&H FOR**  
**NAUTILUS NEIGHBORHOOD**



*Architectural, Engineering, Planning and Environmental Services*

**REYNOLDS, SMITH AND HILLS, INC.**

6161 Blue Lagoon Drive, Suite 200  
Miami, Florida 33126  
Tel: 786.388.0234 Fax: 786.388.8108

February 1, 2005

Mr. Suresh Mistry, PE  
Engineering Coordinator  
Hazen and Sawyer, PC  
975 Arthur Godfrey Road, Suite 211  
Miami Beach, Florida 33140

**RE: Request for Additional Design Fees (Rev. – 2)  
Neighborhood No. 7: Nautilus - ROW Infrastructure Improvement Program  
RS&H Project No.: 11120537000**

Dear Mr. Mistry:

As per the negotiation meeting held on January 12, 2005, this letter is to submit a revised request for additional fees related to the design of stormwater improvements for the Nautilus Neighborhood. The services consist of additional work performed outside the scope of work in order to meet the design criteria established in the City's Stormwater Master Plan and the construction budget. This request also includes the fee proposal for the design of the pump stations required in Basin 92 and Basin 97. The attached letter from our subconsultant, RJ Behar, provides a comprehensive description of the additional services provided and the scope of work associated with the design of the pump stations. The total fee requested for the additional services is \$65,000, as shown on the attached Fee Schedule Summary Sheet.

As always, we are available to meet with you and the City to review this request at your earliest convenience. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

**REYNOLDS, SMITH AND HILLS, INC.**

Stanley Fardin, PE  
Project Manager

Cc: Jeff Easley / RS&H  
Sam Gonzalez / RS&H  
Richard Bolt / RJ Behar

A-E FEE NEIGHBORHOOD NO. 7 NAUTILUS  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
ADDITIONAL SW DESIGN SERVICES

TASK NO.	TASK DESCRIPTION	PROJECT NO.	ENGINEER NO.	DESIGNER NO.	DATE	DESIGNER HOURS	ENGINEER HOURS	TOTAL HOURS	TOTAL COST
<b>1 PLANNING SERVICES</b>									
1.1	PROJECT KICK-OFF MEETING	0	0	0	0	0	0	0	\$0
1.2	INFRASTRUCTURE PLANNING	0	0	0	0	0	0	0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE STREETScape TREATMENTS	0	0	0	0	0	0	0	\$0
1.4	ATTEND VISIONING SESSION	0	0	0	0	0	0	0	\$0
1.5	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	\$0
1.6	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	\$0
1.6.1	COMMUNITY DESIGN WORKSHOP NO. 1	0	0	0	0	0	0	0	\$0
1.6.2	COMMUNITY DESIGN WORKSHOP NO. 2	0	0	0	0	0	0	0	\$0
1.7	BASIS OF DESIGN REPORT (DRAFT)	0	0	0	0	0	0	0	\$0
1.8	REVIEW OF BOOR W/ CITY DIVISIONS	0	0	0	0	0	0	0	\$0
1.9	ADDITIONAL REVIEW MEETINGS	0	0	0	0	0	0	0	\$0
1.10	FINAL BASIS OF DESIGN REPORT	0	0	0	0	0	0	0	\$0
<b>2 DESIGN SERVICES</b>									
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	0	0	0	0	0	0	0	\$0
2.2	DETAILED DRAINAGE DESIGN	0	0	0	0	0	0	0	\$0
2.3	DESIGN / CONSTRUCTABILITY REVIEW	0	0	0	0	0	0	0	\$0
2.4	COST OPINIONS	0	0	0	0	0	0	0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	0	\$0
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	0	\$0
2.7	PERMITTING REVIEWS	0	0	0	0	0	0	0	\$0
2.8	A/E CONSULTANT QA/QC OF DESIGN DOCUMENTS	0	0	0	0	0	0	0	\$0
<b>3 BIDDING AND AWARD SERVICES</b>									
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	0	0	0	0	0	0	0	\$0
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0	\$0
3.3	PRE-BID CONFERENCE	0	0	0	0	0	0	0	\$0
3.4	ADDENDUM ISSUANCE	0	0	0	0	0	0	0	\$0
3.5	BID EVALUATION	0	0	0	0	0	0	0	\$0
3.6	CONTRACT AWARD	0	0	0	0	0	0	0	\$0
3.7	AS-BID CONTRACT DOCUMENTS	0	0	0	0	0	0	0	\$0
<b>4 CONSTRUCTION MANAGEMENT SERVICES</b>									
4.1	PRE-CONSTRUCTION CONFERENCE	0	0	0	0	0	0	0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS	0	0	0	0	0	0	0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI/CDC)	0	0	0	0	0	0	0	\$0
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE	0	0	0	0	0	0	0	\$0
4.5	PROCESSING OF SHOP DRAWINGS	0	0	0	0	0	0	0	\$0
4.6	FIELD OBSERVATION SERVICES	0	0	0	0	0	0	0	\$0
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	0	\$0
<b>5 ADDITIONAL SERVICES - BASINS 92.97 &amp; 99</b>									
5.1	STORMWATER - COORDINATION AND CADD SERVICES	0	16	8	0	248	28	58	\$5,000
5.2	RJ BEHAR & COMPANY - DESIGN SERVICES	0	61	184	0	0	168	551	\$59,348
<b>6 REIMBURSABLES</b>									
6.1	REPRODUCTION SERVICES (RJ Behar)								\$452
6.2	TRAVEL AND SUBSISTENCE (RJ Behar)								\$200
6.3	SURVEYING								\$0
6.4	GEOTECHNICAL EVALUATION								\$0
6.5	UNDERGROUND UTILITY VERIFICATION								\$0
<b>TOTAL HOURS</b>									
		0	67	192	248	8	194	709	\$85,000
<b>TOTAL FEE ESTIMATE</b>									
		\$155.41	\$128.61	\$53.24	\$78.24	\$55.73	\$42.87		

RS&H ADD DESIGN

2/01/05

January 31, 2005

Mr. Stanley Fardin, P.E.  
Reynolds, Smith and Hills, Inc.  
6161 Blue Lagoon Dr., Suite 200  
Miami, Florida 33126

**Subject: Nautilus Neighborhood Project**  
**Stormwater Design - Additional Services Fee Request (Revision - 2)**

Dear Stanley:

We respectfully submit this revised Request for Additional Services for the above referenced project in the amount of \$60,000.00. As discussed at the negotiation meeting held on January 12, 2005, additional services are required beyond the scope of the original contract to comply with the City's criteria for flood level and water quality protection services. In addition, it is necessary to design 2 stormwater pumping stations and pressurized injection wells in order for the proposed stormwater system to meet criteria established in the City's Stormwater Master Plan based on actual site conditions. The additional services included in this request are as follow:

**1. Revise Concept to Include Existing Outfalls & Add New Outfalls**

The original design concept in the planning phase (BODR) for the Nautilus neighborhood assumed a gravity based stormwater disposal system via three new outfalls, one new outfall in each of the three stormwater basins (Basins 92, 97 & 99). However, as a result of final topographic survey findings and modeling the system with this data, the extremely large size of the required outfalls would have resulted in various constructability issues. In order to reduce the required sizes, the three new outfalls were integrated along the three existing outfalls into the proposed system layout. This combination is required to provide the necessary disposal capacity in order to meet the City's Stormwater Master Plan (SWMP) criteria.

**2. Coordination for Easements for Two Proposed Outfalls**

As available corridors for the routing of the two of the three proposed new outfalls were limited because of existing improvements in the neighborhood, we were required to coordinate our efforts with the Miami Heart Institute (MHI), to facilitate the execution of easements for the two proposed stormwater outfalls. The outfall for Basin 99 will be located on the west side of the parking area adjacent to the Alton Road Bridge at W. 48<sup>th</sup> Street. The other outfall, for Basin 97, will be located at the south side of the MHI between the parking structure and the W. 47<sup>th</sup> Street Bridge.

**3. Pump Station Plans and Calculations (Basins 92 and 97)**

During the course of our design development and modeling efforts, it was determined that the Nautilus neighborhood has "low lying areas" in two of the priority basins (Basin 92 & 97) that will require two pump stations and pressurized injection wells, combined with the originally planned gravity wells. The "low lying areas" were discovered upon review of the completed topographic survey for the neighborhood. The gravity system

originally proposed could not eliminate the significant level of flooding in those areas due to the lack of available driving head. The two pump stations (one per basin) are necessary in order to meet the City's SWMP criteria for allowable flooding and required quality treatment. The design of the pump stations and pressurized injection wells (including calculations and plans) and revision of the system layout to incorporate the pump stations and pressurized injection wells was not included in our base scope of services. We estimate that the pump station plans and pressurized injection wells will require an additional 15 plan sheets as shown in Attachment A.

Attached please find a breakdown of our fee request for the additional work effort outlined above.

We respectfully request that RS&H pursue this request for additional funds. If you have any questions please do not hesitate to contact me at (954) 680-7771

Sincerely,  
**R.J. BEHAR & COMPANY, INC.**

Juan Vazquez, P.E.  
Vice President

Cc: File 01026, B. Behar, R. Bolt  
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**ATTACHMENT - A**  
**A-E FEE NEIGHBORHOOD NO. 7 NAUTILUS**  
**REYNOLDS, SMITH AND HILLS, INC.**  
**ADDITIONAL SW DESIGN SHEETS**

TASK DESCRIPTION	NO. OF SHEETS	REMARKS
<b>PUMP STATIONS DESIGN FOR BASINS 92 &amp; 97</b>		
SITE PLAN & CROSS-SECTION	4	2 SHEETS EACH PUMP STATION
STRUCTURAL CALCULATIONS & PLANS	2	1 SHEET EACH PUMP STATION
MISCELLANEOUS DETAILS	2	1 SHEET EACH PUMP STATION
ELECTRICAL		
SITE PLAN	2	1 SHEET EACH PUMP STATION
CONTROL PANELS DETAILS & CALCULATIONS	2	1 SHEET EACH PUMP STATION
CONTROL WIRING SCHEMATICS	2	1 SHEET EACH PUMP STATION
SERVICE EQUIPMENT DETAILS & NOTES	1	1 NOTE SHEET FOR BOTH PUMP STATIONS
<b>TOTAL</b>	<b>15</b>	

**RJ BEHAR ADD SHEETS**

**2/01/05**

## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
CITY COMMISSION ITEM SUMMARY**



**Condensed Title:**

A resolution reallocating funds, in the amount of \$42,000, from Series 2000 Stormwater Bonds, from the La Gorce Neighborhood Project contingency, to provide for additional services to Reynolds Smith and Hills to complete the design of the project.

**Issue:**

Shall the City of Miami Beach reallocate funds, in the amount of \$42,000, from Series 2000 Stormwater Bonds, from the La Gorce Neighborhood Project contingency, to provide for additional services to Reynolds, Smith and Hills to complete the design of the Project?

**Item Summary/Recommendation:**

On September 5, 2001, the City entered into an Agreement with the firm of Reynolds Smith & Hills (RSH) for Architectural and Engineering Services for the La Gorce Right of Way Infrastructure Improvements Project. On September 30, 2004, RSH submitted a request for additional services, in the amount of \$69,806 for modifications and additions to the storm water design in the Project. The modifications included the incorporation of two existing outfalls into the design in order to accomplish the necessary disposal of storm water. They also included the addition of ten gravity disposal wells to meet regulatory requirements within the neighborhood. Finally, the City requested that all roads within the scope of the Project be repaved in conjunction with the storm water improvements.

The above described improvements are considered additional to the original scope of services and necessary to provide a proper design for the Project and to obtain the proper improvements to the storm water disposal in the neighborhood. The City and the City's program Manager, Hazen & Sawyer, evaluated the request and in October 2004 informed RSH that the amount requested was not in accordance with the modifications to the scope of services and that the request would have to be reformulated.

On January 12, 2005, the City and RSH met again to complete negotiations on the scope and value of the request for additional services. After the discussion, an agreement was reached which, if approved by the City Commission, would provide compensation to RSH in the amount of \$42,000 for the subject services. The Administration recommends approval.

**Advisory Board Recommendation:**

This item was heard at the February 17, 2005 Finance and Citywide Committee meeting.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1			
	2			
	Total			

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Mauro Burgio, Senior Capital Projects Coordinator

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
JECh	RCM/TH	

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AGENDA ITEM

C7C

DATE

2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REALLOCATING FUNDS, IN THE AMOUNT OF \$42,000, FROM SERIES 2000 STORMWATER BONDS, FROM THE LA GORCE NEIGHBORHOOD PROJECT CONTINGENCY, TO PROVIDE FOR ADDITIONAL SERVICES TO REYNOLDS SMITH AND HILLS TO COMPLETE THE DESIGN OF THE PROJECT.**

### ADMINISTRATION RECOMMENDATION

Approve the resolution.

### FUNDING

Funding in the amount of \$42,000 from Series 2000 Stormwater Bonds is available, and has been previously appropriated for the Project.

### BACKGROUND

On September 5, 2001, the City entered into an Agreement with the firm of Reynolds Smith & Hills (Consultant) for Architectural and Engineering Services for the La Gorce Right of Way Infrastructure Improvements Project (the Project). On September 30, 2004, the Consultant submitted a request for additional services, in the amount of \$69,806 for modifications and additions to the storm water design, a copy of which is attached hereto as Exhibit 1.

The City and the City's Program Manager, Hazen & Sawyer, evaluated the request, and on November 23, 2004 informed the Consultant that the scope and amount requested were not acceptable (a copy of the letter sent to Consultant is attached hereto as Exhibit 2).

A meeting was subsequently held on January 12, 2005, where the City and Consultant negotiated the scope and value of the subject request for additional services. As a result of that meeting, an agreement was reached which, if approved by the City Commission, would provide compensation to Consultant in the amount of \$42,000 for the subject services and amend the Agreement accordingly (a copy of the revised request is attached hereto as Exhibit 3). These services allow for two existing outfalls to be rehabilitated and made a part of the proposed improvements, as well as the design of ten additional gravity disposal wells to meet stormwater treatment requirements mandated by regulatory agencies, and the preparation of drawings that allow for all roads within the scope of the project area to be repaved in conjunction with the storm water improvements.

The current estimate of cost for the stormwater system improvements within the LaGorce Neighborhood as provided by the Consultant is \$3,381,687. This figure exceeds the original Basis of Design estimate and construction budget of \$1,813,428 by \$1,568,259. This difference is attributable to several factors, including a significant increase in cost of materials; an overall increase in construction costs in the South Florida area due to greater activity, and the time lapsed between the original and current estimate. In addition, the topographic information that was available to the Consultant during planning was less detailed than the information currently available, necessitating the use of existing outfalls and additional wells for disposal.

As the estimated construction cost escalated beyond the available budget, CIP and Public Works are reviewing potential value engineering options that would reduce the estimated construction cost. Some of the value engineering opportunities include the use of different pipe material, revision of minimum design standards and the use of different drainage systems than what is currently proposed. It must be noted that value engineering cost reductions will not completely eliminate the \$1,568,259 estimated cost construction difference between the current cost estimate and the original Basis of Design estimate.

The potential shortfall in storm water funding is identified only as a possible future funding issue. An overall City wide review of storm water systems indicates that a small number of neighborhoods may be faced with this issue, however, City wide it may be possible through a variety of value engineering steps to fund all of the currently funded projects with available resources. Some unfunded projects, such as West Avenue may still experience storm water system funding shortfalls. As the system design and cost estimating proceed and become more precise, the Administration will advise the Commission on the system design and any projected funding issues.

Implementing the above noted value engineering alternatives would not affect the additional funding request of \$42,000 for additional design effort. The additional Consultant's level of effort is independent of any construction cost cutting options being considered.

The Administration presented this item to the Finance and Citywide Projects Committee on February 17, 2005.

JMG/RCM/TH/JECh

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# **EXHIBIT 1**

**CITY COMMISSION MEETING  
FEBRUARY 23, 2005**

**ADDITIONAL SERVICES TO RS&H FOR  
LA GORCE NEIGHBORHOOD**



*Architectural, Engineering, Planning and Environmental Services*

**REYNOLDS, SMITH AND HILLS, INC.**  
6161 Blue Lagoon Drive, Suite 200  
Miami, Florida 33126  
Tel: 786.388.0234 Fax: 786.388.8108

**RECEIVED**  
**HAZEN AND SAWYER, P.C.**  
Miami Beach, Florida

OCT 04 2004

September 30, 2004

Mr. Suresh Mistry, PE  
Engineering Coordinator  
Hazen and Sawyer, PA  
975 Arthur Godfrey Road, Suite 211  
Miami Beach, Florida 33140

\_\_\_\_\_  
\_\_\_\_\_  
Job No. \_\_\_\_\_

**RE: Request for Additional Design Fees**  
**Neighborhood No. 5: La Gorce - ROW Infrastructure Improvement Program**  
**RS&H Project No.: 1112137000**

Dear Mr. Mistry:

The purpose of this letter is to request additional fees for design services performed outside the current scope of work for the subject project. The services consist of additional design associated with the proposed water distribution system, paving and grading, and stormwater system improvements. The total fee requested for the additional services is \$69,806, as shown on the attached Fee Schedule Summary Sheet. The following is a description of the additional services:

#### **Water System Improvements**

During the development of the 60% Design Documents, we were advised that the existing specialty material driveways (brick pavers, stamped concrete, or stones) should not be impacted by proposed improvements. Due to this requirement, the alignment of the proposed water main had to be substantially modified. As shown in the 30% submittal of the Design Documents, the proposed water main was going to be installed in the swale areas to minimize the number of cuts and patches in the roadway since milling and resurfacing was not a part of the proposed improvements identified in the Basis of Design Report. All vertical and horizontal clearances with existing and other proposed utilities had to be re-evaluated to comply with the new alignment. The breakdown of the effort associated with the additional water distribution system design services is shown on the attached Fee Schedule Summary Sheet.

#### **Revise Limits of Paving and Grading**

The proposed improvements for the La Gorce Neighborhood included limited milling and resurfacing of the roadways. North Bay Road (From Alton Road to 63<sup>rd</sup> Street) and 51<sup>st</sup> Street (from Alton Road to La Gorce Drive) were the two arterials were scheduled to be re-paved under the current scope of work due to limited funds. The City subsequently requested, as discussed at various meetings, that milling and resurfacing of all streets within the limits of the work areas be added to the project. In order to comply with this requirement, an additional 16 sheets have been developed and included in the design. The work includes defining the limits of milling and resurfacing, providing typical pavement design sections, a uniform radii at every intersection, new asphalt driveway aprons where none currently exists, and extending existing sidewalks to the edge of pavement to meet ADA requirements. The breakdown of the effort associated with the additional paving and grading design services is shown on the attached Fee Schedule Summary Sheet.



**Stormwater System Improvements**

The attached letter from our subconsultant, RJ Behar & Company, provides a more comprehensive description of the additional services provided to comply with various design and funding constraints. In addition, RS&H expanded a substantial amount of effort to coordinate the services and implement the changes in the design documents. The breakdown of the effort associated with the additional stormwater system design services is shown on the attached Fee Schedule Summary Sheet.

As always, if you have any questions or require additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,

**REYNOLDS, SMITH AND HILLS, INC.**



Stanley Fardin, PE  
Project Manager

Cc: Jeff Easley / RS&H  
Sam Gonzalez / RS&H  
Richard Bolt / RJ Behar

A-E FEE NEIGHBORHOOD NO. 5 La Graca  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
ADDITIONAL DESIGN SERVICES

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTOR	PROJECT MANAGER	SR. ENGINEER / ARCHITECT	ENGINEER / ARCHITECT	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
1	PLANNING SERVICES									
1.1	PROJECT KICK-OFF MEETING	0	0	0	0	0	0	0	0	\$0
1.2	INFRASTRUCTURE PLANNING	0	0	0	0	0	0	0	0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE STREETSCAPE TREATMENTS	0	0	0	0	0	0	0	0	\$0
1.4	ATTEND VISIONING SESSION	0	0	0	0	0	0	0	0	\$0
1.5	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.6	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.7	COMMUNITY DESIGN WORKSHOP NO. 1	0	0	0	0	0	0	0	0	\$0
1.8	COMMUNITY DESIGN WORKSHOP NO. 2	0	0	0	0	0	0	0	0	\$0
1.9	REVIEW OF BOOR W/ CITY DIVISIONS	0	0	0	0	0	0	0	0	\$0
1.10	ADDITIONAL REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
1.11	FINAL BASIS OF DESIGN REPORT	0	0	0	0	0	0	0	0	\$0
2	DESIGN SERVICES									
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	0	0	0	0	0	0	0	0	\$0
2.2	DETAILED DRAINAGE DESIGN	0	0	0	0	0	0	0	0	\$0
2.3	DESIGN / CONSTRUCTABILITY REVIEW	0	0	0	0	0	0	0	0	\$0
2.4	COST OPINIONS	0	0	0	0	0	0	0	0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	0	0	\$0
2.7	PERMITTING REVIEWS	0	0	0	0	0	0	0	0	\$0
2.8	HAVE CONSULTANT DRAFC OF DESIGN DOCUMENTS	0	0	0	0	0	0	0	0	\$0
3	BIDDING AND AWARD SERVICES									
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	0	0	0	0	0	0	0	0	\$0
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0	0	\$0
3.3	PRE-BID CONFERENCE	0	0	0	0	0	0	0	0	\$0
3.4	ADDENDA ISSUANCE	0	0	0	0	0	0	0	0	\$0
3.5	BID EVALUATION	0	0	0	0	0	0	0	0	\$0
3.6	CONTRACT AWARD	0	0	0	0	0	0	0	0	\$0
3.7	AS-BID CONTRACT DOCUMENTS	0	0	0	0	0	0	0	0	\$0
4	CONSTRUCTION MANAGEMENT SERVICES									
4.1	PRE-CONSTRUCTION CONFERENCE	0	0	0	0	0	0	0	0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS	0	0	0	0	0	0	0	0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI/CDCL)	0	0	0	0	0	0	0	0	\$0
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE	0	0	0	0	0	0	0	0	\$0
4.5	PROCESSING OF SHOP DRAWINGS	0	0	0	0	0	0	0	0	\$0
4.6	FIELD OBSERVATION SERVICES	0	0	0	0	0	0	0	0	\$0
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	0	0	\$0
5	ADDITIONAL SERVICES - WATER, PAVING, STORMWATER									
5.1	WATER MAIN RELOCATION - DESIGN SERVICES	0	6	16	60	0	40	0	124	\$10,356
5.2	PAVING & GRADING - DESIGN SERVICES	0	8	16	80	0	48	0	212	\$17,187
5.3	STORMWATER - COORDINATION AND CADD SERVICES	0	32	12	0	8	48	4	104	\$8,692
5.4	RJ BEHAR & COMPANY - DESIGN SERVICES	0	41	127	148	0	0	0	316	\$32,271
6	REIMBURSABLES									
6.1	REPRODUCTION SERVICES (500 + 250)									\$750
6.2	TRAVEL AND SUBSISTENCE (300 + 250)									\$550
6.3	SURVEYING									
6.4	GEOTECHNICAL EVALUATION									
6.5	UNDERGROUND UTILITY VERIFICATION									
6.6	TRAFFIC COUNTS									
	TOTAL HOURS	0	89	171	288	68	138	4	796	\$68,056
	TOTAL FEE ESTIMATE	\$151.55	\$125.42	\$107.85	\$90.93	\$76.30	\$54.35	\$41.81		
	Hourly Rate									



September 29, 2004

Mr. Stanley Fardin, P.E.  
Reynolds, Smith and Hills, Inc.  
6161 Blue Lagoon Dr., Suite 200  
Miami, Florida 33126

**Subject: La Gorce Neighborhood Project  
Stormwater Design  
Additional Services Fee Request**

Dear Stanley:

We respectfully submit this Request for Additional Services for the above referenced project in the amount of \$33,071.00. During the course of advancing the project to the 60% submittal stage, we performed a number of additional services beyond the scope of the original contract. Although we proceeded to perform these services without prior written authorization, in the interest of not delaying the schedule, the City was advised on a number of occasions that we considered the work to be additional. These additional services are as follows:

**1. Additional Modeling Based on Actual Data**

During the planning stage (BODR) certain assumptions had to be made regarding elevations and outfall locations because the survey data was not yet available. Also, our fee was based on using the outfall locations as identified in the City's Stormwater Master Plan (SWMP). Elevations obtained with the survey were lower than the assumed elevations, therefore requiring considerable re-modeling time. The re-modeling was required because the lower ground elevations resulted in less head available for conveyance and water quality treatment.

**2. Revise Modeling for Budget Alternatives**

After completing the 30% design submittal with the estimate, it was determined that the estimated cost was considerably above the construction budget. We explained during subsequent discussions and meetings that an engineering solution meeting the requirements of the SWMP criteria could not be provided within the construction budget. It was requested that we examine various options and materials, including possible phasing of the system to be constructed, and provide additional estimates in an attempt to proceed with a viable project to the 60% stage within the construction budget. A considerable amount of re-modeling effort was required in order to examine the various alternatives and provide the requested estimates.

**3. Revise Modeling & Layout to Include Existing Outfalls**

After completing the 30% design submittal, we were requested to explore the possibility of using the existing outfalls in addition to the proposed outfalls in order to try to minimize the size of piping in the system. Note that during the BODR and the 30% design stage, we were proceeding based on the City's SWMP that indicates new larger diameter outfalls to replace the existing outfalls. We have also advised the City of the need to inspect and video the condition of these outfalls. We have continued to proceed to

the 60% submittal under the assumption that these outfalls will be able to be re-used. Re-modeling the stormwater network to include use of the existing outfalls and downsizing of pipe sizes required additional effort. Use of the existing outfalls also required additional time for coordination of the surveyor. This coordination included providing the surveyor with location sketches, obtaining quotes, insuring the proper datum was used and incorporating the outfall information with the overall survey.

**4. Revise Modeling & Layout to Modify Alignment**

The BODR and the 30% design located the proposed stormwater system within the swale areas as much as possible in order to minimize the amount of pavement restoration and re-paving of the roadways. After completing the 30% design submittal, we were requested to revise the layout and locate the proposed system beneath the roadway as much as possible in order to minimize the impact on landscaped swale areas and specialty material driveways (pavers, stamped concrete, etc.). This required a considerable amount of re-modeling time and additional time to revise the layout of the system.

**5. Additional Modeling, Calculations & Layout for French Drains**

The original design of the French Drains in Basins 117 & 118 during the BODR and the 30% design stage was based on an assumed percolation rate of the soil in the area because we did not have percolation data available for the immediate project area. We made a reasonable assumption for a percolation rate using a rate from a percolation test performed on the nearby FDOT Alton Road project. Upon receipt of the percolation tests for the four sites requested within the project area, we realized the actual percolation rates were less favorable than originally anticipated. This resulted in the water quality calculation requiring 2300 LF of French Drains and 4 gravity wells instead of 1200 LF of French Drain as originally calculated with the assumed percolation rate. This required additional time to re-model the system and revise the layout to include the additional French Drains and wells.

**6. Additional Quality Control for each Additional Task**

The additional modeling, calculations and revisions of the layouts required additional independent quality control.

Attached please find our fee request for the additional work effort outlined herein. If you have any questions please do not hesitate to contact me at (954) 680-7771.

Sincerely,  
**R.J. BEHAR & COMPANY, INC.**



Richard L. Bolt  
Project Manager

Cc: File 01026, B. Behar, J. Vazquez  
F:\W01026\Correspondence\RSH-LaGorce-addl-service-request-9-29-04.doc

A-E FEE NEIGHBORHOOD NO. 2 La Cienega  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
ADDITIONAL DESIGN SERVICES

TASK NO.	TASK DESCRIPTION	PROJECT DIRECTION	PROJECT MANAGER	PROJECT ARCHITECT	PROJECT ARCHITECT	DESIGNER	DRAFTER	CLERICAL	TOTAL HOURS	TOTAL COST
1	PLANNING SERVICES									
1.1	PROJECT KICKOFF MEETING	0	0	0	0	0	0	0	0	\$0
1.2	INFRASTRUCTURE PLANNING	0	0	0	0	0	0	0	0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE	0	0	0	0	0	0	0	0	\$0
1.4	STREETScape TREATMENTS	0	0	0	0	0	0	0	0	\$0
1.5	ATTEND COMMUNITY SESSION	0	0	0	0	0	0	0	0	\$0
1.6	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.7	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	0	0	\$0
1.8	COMMUNITY DESIGN WORKSHOP NO. 1	0	0	0	0	0	0	0	0	\$0
1.9	COMMUNITY DESIGN WORKSHOP NO. 2	0	0	0	0	0	0	0	0	\$0
1.10	REVIEW OF BOOR W CITY DIVISIONS	0	0	0	0	0	0	0	0	\$0
1.11	ADDITIONAL REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
1.12	FINAL BASIS OF DESIGN REPORT	0	0	0	0	0	0	0	0	\$0
2	DESIGN SERVICES									
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	0	0	0	0	0	0	0	0	\$0
2.2	DETAILED DRAINAGE DESIGN	0	0	0	0	0	0	0	0	\$0
2.3	DESIGN / CONSTRUCTABILITY REVIEW	0	0	0	0	0	0	0	0	\$0
2.4	COST OPTIONS	0	0	0	0	0	0	0	0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	0	0	\$0
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	0	0	\$0
2.7	PERMITTING REVIEWS	0	0	0	0	0	0	0	0	\$0
2.8	2016 CONSULTANT QACQ OF DESIGN DOCUMENTS	0	0	0	0	0	0	0	0	\$0
3	BIDDING AND AWARD SERVICES									
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	0	0	0	0	0	0	0	0	\$0
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	0	0	\$0
3.3	PRE-BID CONFERENCE	0	0	0	0	0	0	0	0	\$0
3.4	ADDENDUM ISSUANCE	0	0	0	0	0	0	0	0	\$0
3.5	BID EVALUATION	0	0	0	0	0	0	0	0	\$0
3.6	CONTRACT AWARD	0	0	0	0	0	0	0	0	\$0
3.7	AS-BID CONTRACT DOCUMENTS	0	0	0	0	0	0	0	0	\$0
4	CONSTRUCTION MANAGEMENT SERVICES									
4.1	PRE-CONSTRUCTION CONFERENCE	0	0	0	0	0	0	0	0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS	0	0	0	0	0	0	0	0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CCI)	0	0	0	0	0	0	0	0	\$0
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE	0	0	0	0	0	0	0	0	\$0
4.5	PROCESSING OF SHOP DRAWINGS	0	0	0	0	0	0	0	0	\$0
4.6	FIELD OBSERVATION SERVICES	0	0	0	0	0	0	0	0	\$0
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	0	0	\$0
5	ADDITIONAL SERVICES - BASIS 103 & 117/118									
5.1	ADDITIONAL MODELING BASED ON ACTUAL DATA	0	6	24	32	0	0	0	64	\$6,487
5.2	REVISE MODELING FOR BUDGET ALTERNATIVES	0	6	26	32	0	0	0	64	\$6,461
5.3	REVISE MODELING & LAYOUT TO INCLUDE EXISTING OUTFALLS	0	4	16	20	0	0	0	40	\$4,043
5.4	REVISE MODELING & LAYOUT TO MODIFY ALIGNMENT	0	8	32	40	0	0	0	80	\$8,086
5.5	ADDITIONAL MODELING, CALCULATIONS & LAYOUT FOR FRENCH DRAINS	0	5	19	24	0	0	0	48	\$4,865
5.6	ADDITIONAL QACQ FOR EACH ADDITIONAL TASK	0	10	10	0	0	0	0	20	\$2,331
6	REIMBURSABLES									
6.1	REPRODUCTION SERVICES									\$500
6.2	TRAVEL AND SUBSISTENCE									\$300
6.3	SURVEYING									
6.4	GEOTECHNICAL EVALUATION									
6.5	UNDERGROUND UTILITY VERIFICATION									
6.6	TRAFFIC COUNTS									
	TOTAL HOURS	0	41	127	148	0	0	0	318	
	TOTAL FEE ESTIMATE	\$151.55	\$125.42	\$107.65	\$90.93	\$76.30	\$54.35	\$41.81		\$33,071
	Hourly Rate									

# **EXHIBIT 2**

**CITY COMMISSION MEETING  
FEBRUARY 23, 2005**

**ADDITIONAL SERVICES TO RS&H FOR  
LA GORCE NEIGHBORHOOD**

# HAZEN AND SAWYER

Environmental Engineers & Scientists

November 23, 2004

Stanley Fardin, P.E.  
Project Manager  
**REYNOLDS SMITH AND HILLS, INC.**  
6161 Blue Lagoon Drive, Suite 200  
Miami, Florida 33126

RECEIVED

2004 NOV 30 PM 1:43

CITY OF MIAMI BEACH  
CAPITAL IMPROVEMENT  
PROJECTS

Hazen and Sawyer, P.C.  
975 Arthur Godfrey Road  
Suite 211  
Miami Beach, FL 33140  
305 532-9292  
Fax: 305 534-8887

-Fax'd This Date-

City of Miami Beach  
Right-of-Way Infrastructure Improvements Program  
Neighborhood No. 5: La Gorce  
Request for Additional Services: Water and  
Stormwater Improvements

Dear Mr. Fardin:

We are in receipt of Reynolds, Smith and Hills, Inc. (Consultant) request for additional services dated September 30, 2004. Please note this correspondence was inadvertently misplaced in our filing system, thus the delayed written response. We apologize for any inconvenience that this may have caused. Fortunately, review of the document indicates that the issues raised were already generally addressed during the meeting between the City / Consultant / Program Manager on October 7, 2004. For the reader's convenience, the City's positions on these items are revisited below:

1. Consultant Letter (9-3-04) Water System Improvements

It is the City's opinion that the current design is not implementable due to the extensive number of conflicts with existing driveways and landscaping. As with the Nautilus ROW Project, the City welcomes the opportunity to visit the site and allow the Consultant to present arguments in support of the current design. However, at this time, the request for additional services is rejected, as the current design is not feasible.

2. Consultant Letter (9-3-04) Revised Limit of Paving and Grading

As noted in Item 1 above, the Capital Improvements Projects (CIP) Office has determined that routing of proposed mains within existing swales does not represent a feasible design, due to the extensive amounts of existing improvements that would be affected within the residential swales. To this end, the City considers the design of water mains within the roadway corridors, with appurtenant repavement of a minimum of one-half of the roadway width, to be the minimum level of effort in the base scope of services. As the full right of way was surveyed to allow for the development of the contract documents, the Consultant may wish to consider submitting a listing of additional drawings affected by the proposed repaving / overlay of one half of the road width and associated level of effort with such work, for City consideration. Note that such a request should take into account corridors that would otherwise also be re-paved as a result of new stormwater infrastructure.

3. Sub-Consultant Letter (9-29-04) Additional Modeling Data Based on Actual Data

The sub-consultant appears to make two main arguments to justify its request. These include:

- The sub-consultant states that results of the topographic survey completed after the

Page 1 of 3  
4005L106

② M. Labraw - 06-11232004

stormwater layout was developed yielded varying elevations than those assumed during planning, thus indicating that the system would not meet the City's stormwater criteria. This caused the sub-consultant to revisit its model and make adjustments during the design phase. In response, it is unclear to the City why such work would qualify as an additional service. Design of a permittable system in accordance with City stormwater management guidelines is the full responsibility of the Consultant. It is the City's opinion that adjustments and re-calculations to meet final survey requirements are a part of the base scope of services.

- The sub-consultant also claims that it based its design on the City's Stormwater Master Plan, and that the development of variations necessitated by topographic survey data is an additional service. In response, please note that, as is the case with all ROW Projects, Stormwater Master Plan data is provided to Program Consultants for general information purposes. However, Consultants retain full responsibility for the proper design and permissibility of their respective proposed stormwater system improvements.

Hence, the request for additional services is rejected. It is suggested that the lead Consultant resolve this issue with its sub-consultant accordingly.

#### 4. Revise Modeling for Budget Alternatives

The sub-consultant contends that all services associated with the development and evaluation of alternatives to address construction cost budget overages represent additional effort. In response, please note that:

- The estimated overage presented exceeded the +30% / -15% accuracy level requirements identified under Task 2.4 of the scope of services.
- On various occasions, the Consultant has been reminded that Article 4.2 of the Agreement states that if base bids exceed the estimated cost by 5% of the project construction budget; the Consultant shall provide such revisions to the Construction Documents, and provide re-bidding services, as many times as reasonably requested by the City, as a Basic Service, with no additional cost to the City.
- To avoid the schedule impacts associated with such redesign work, it was deemed reasonable by the City to require that the Consultant address the budget overage at the 60% design completion stage.

Hence, the request for additional services is rejected. It is suggested that the lead Consultant resolve this issue with its sub-consultant accordingly.

#### 5. Revise Modeling and Layout to include Existing Outfalls

The sub-consultant contends that after the 30% design, it was required to explore the possibility of utilizing existing outfalls to augment its disposal capacity, and that the inclusion of such outfalls in the design are an additional work item outside of the scope of the original contract. In response, it is noted that after the 30% design completion stage the Consultant identified a 240% estimated cost overage, in addition to topographic survey adjustments noted in Item 3 above, which required the lead Consultant to consider alternatives to bring the project design back to within established budget parameters. Hence, this request for additional services is rejected. It is suggested that the lead Consultant resolve this issue with its sub-consultant accordingly.

#### 6. Revise Modeling and Layout to Modify Alignment

As noted under Item 1, it is the City's opinion that the current design is not feasible due to



## HAZEN AND SAWYER

the extensive number of conflicts with existing driveways and landscaping. The City welcomes the opportunity to visit the site and allow the Consultant and sub-consultant to present arguments in support of the current design. However, at this time, the request for additional services is rejected. It is suggested that the lead Consultant resolve this issue with its sub-consultant accordingly.

### 7. Additional Modeling, Calculations & Layout for French Drains

The sub-consultant contends that it made certain assumptions in the preliminary design of trench drains with Basin Nos. 117 and 118, that later required adjustment when actual percolation data became available. This sub-consultant states that this caused it to revisit its model and make adjustments during the design phase. In response, it is unclear to the City why such work would qualify as an additional service. Design of a system in accordance with City stormwater management performance guidelines is the full responsibility of the Consultant. Hence, it is the City's opinion that adjustments and re-calculations to meet final design requirements are a part of the base scope of services and this request for additional services is rejected. It is suggested that the lead Consultant resolve this issue with its sub-consultant accordingly.

### 8. Additional Quality Control for each Additional Task

The sub-consultant contends that various additional modeling, calculation and document revision work items noted above require quality control review that is also not within the base scope of services. In response, the City notes that the Consultant is required to maintain a Quality Assurance / Quality Control Program to verify and ensure the clarity, completeness, constructability and biddability of its contract documents. Since, the City considers the other work items to be part of the current scope of services, it follows that QA/QC of such is also a base service. Hence, the request is rejected. It is suggested that the lead Consultant resolve this issue with its sub-consultant accordingly.

As always, should you have any questions or comments, please do not hesitate to contact our office.

Very truly yours,

HAZEN AND SAWYER, P.C.



Suresh Mistry, P.E.  
Engineering Coordinator

c: J. Chartrand  
M. Burgio  
K. Mizell  
C. Bennett  
B. Vidal  
File No. 4007 / 1.4

# **EXHIBIT 3**

**CITY COMMISSION MEETING  
FEBRUARY 23, 2005**

**ADDITIONAL SERVICES TO RS&H FOR  
LA GORCE NEIGHBORHOOD**



*Architectural, Engineering, Planning and Environmental Services*

**REYNOLDS, SMITH AND HILLS, INC.**

6161 Blue Lagoon Drive, Suite 200  
Miami, Florida 33126  
Tel: 786.388.0234 Fax: 786.388.8108

February 1, 2005

Mr. Suresh Mistry, PE  
Engineering Coordinator  
Hazen and Sawyer, PA  
975 Arthur Godfrey Road, Suite 211  
Miami Beach, Florida 33140

**RE: Request for Additional Design Fees (Rev. – 1)  
Neighborhood No. 5: La Gorce - ROW Infrastructure Improvement Program  
RS&H Project No.: 1112137000**

Dear Mr. Mistry:

As per the negotiation meeting held on January 12, 2005, this letter is to submit a revised request for additional design fees for services performed outside the current scope of work for the subject project. The services consist of additional design associated with the proposed paving and grading plans, and improvements to the stormwater system. The total fee requested for the additional services is \$42,000, as shown on the attached Fee Schedule Summary Sheet. The following is a description of the additional services:

**Revise Limits of Paving and Grading**

During the Community Design Review Planning process, the City agreed to repave all roadways in the La Gorce Neighborhood to assist with stormwater conveyance. Under the current scope of work, milling and resurfacing of the roadways was limited to North Bay Road (from Alton Road to 63<sup>rd</sup> Street) and 51<sup>st</sup> Street (from Alton Road to La Gorce Drive). In order to comply with the City's directive to repave all roadways, various design sheets had to be added or modified. The work includes defining the limits of milling and resurfacing, providing typical pavement design sections, a uniform radii at every intersection, new asphalt driveway aprons where none currently exists, and extending existing sidewalks to the edge of pavement to meet ADA requirements. The breakdown of the effort associated with the additional paving and grading design services is shown on the attached Fee Schedule Summary Sheet. The following sheets are affected by the requirement to repave all roadways: 2A, 3A, 3B, 4A, 4B, 5A, 5B, 7A, 7B, 8B, 9A, 10B, 11A, 11B, 14A, and 14B.

**Stormwater System Improvements**

The attached letter from our subconsultant, RJ Behar & Company provides a comprehensive description of the additional services provided to comply with the criteria established in the City's Stormwater Master Plan. In addition, RS&H expanded a substantial amount of effort to coordinate the services and implement the changes in the design documents. The breakdown of the effort associated with the additional stormwater system design services is shown on the attached Fee Schedule Summary Sheet.

As always, if you have any questions or require additional information, please do not hesitate to contact me at your earliest convenience.

Sincerely,

**REYNOLDS, SMITH AND HILLS, INC.**

X:\p\Miami Beach\LA GORCE MB\Admin\Memos\La Gorce SW PG&D Add Design 020105.doc

Stanley Fardin, PE  
Project Manager

Cc: Jeff Easley / RS&H  
Sam Gonzalez / RS&H  
Richard Bolt / RJ Behar

A-E FEE NEIGHBORHOOD NO. 5 La Gorce  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
ADDITIONAL DESIGN SERVICES

TASK	PROJECT NO.	PROJECT NAME	PROJECT LOCATION	PROJECT DATE	PROJECT STATUS	PROJECT TYPE	PROJECT PHASE	PROJECT SUBPHASE	PROJECT DESCRIPTION	PROJECT COMMENTS	PROJECT TOTAL HOURS	PROJECT TOTAL COST
1	PLANNING SERVICES											
1.1	PROJECT KICK-OFF MEETING										0	\$0
1.2	INFRASTRUCTURE PLANNING										0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE STREETScape TREATMENTS										0	\$0
1.4	ATTEND "VISIONING" SESSION										0	\$0
1.5	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS										0	\$0
1.6	COMMUNITY DESIGN WORKSHOPS										0	\$0
1.6.1	COMMUNITY DESIGN WORKSHOP NO. 1										0	\$0
1.6.2	COMMUNITY DESIGN WORKSHOP NO. 2										0	\$0
1.7	BASIS OF DESIGN REPORT (DRAFT)										0	\$0
1.8	REVIEW OF BOARD CITY DIVISIONS										0	\$0
1.9	ADDITIONAL REVIEW MEETINGS										0	\$0
1.10	FINAL BASIS OF DESIGN REPORT										0	\$0
2	DESIGN SERVICES											
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS										0	\$0
2.2	DETAILED DRAINAGE DESIGN										0	\$0
2.3	DESIGN / CONSTRUCTIBILITY REVIEW										0	\$0
2.4	COST OPINIONS										0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS										0	\$0
2.6	DOCUMENT REVISIONS										0	\$0
2.7	PERMITTING REVIEWS										0	\$0
2.8	AVE CONSULTANT DRAFC OF DESIGN DOCUMENTS										0	\$0
3	BIDDING AND AWARD SERVICES											
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW										0	\$0
3.2	BID DOCUMENT DELIVERY										0	\$0
3.3	PRE-BID CONFERENCE										0	\$0
3.4	AGENDA ISSUANCE										0	\$0
3.5	BID EVALUATION										0	\$0
3.6	CONTRACT AWARD										0	\$0
3.7	AS-BID CONTRACT DOCUMENTS										0	\$0
4	CONSTRUCTION MANAGEMENT SERVICES											
4.1	PRE-CONSTRUCTION CONFERENCE										0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS										0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CDCI)										0	\$0
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE										0	\$0
4.5	PROCESSING OF SHOP DRAWINGS										0	\$0
4.6	FIELD OBSERVATION SERVICES										0	\$0
4.7	PROJECT CLOSEOUT										0	\$0
5	ADDITIONAL SERVICES - PAVING & STORMWATER											
5.1	PAVING & GRADING - DESIGN SERVICES										16	\$17,274
5.2	STORMWATER - COORDINATION AND CADD SERVICES										21	\$6,471
5.3	RJ BEHAR & COMPANY - DESIGN SERVICES										36	\$17,368
6	REIMBURSABLES											
6.1	REPRODUCTION SERVICES (RJ Behar + RS&H)											\$533
6.2	TRAVEL AND SUBSISTENCE (RJ Behar + RS&H)											\$264
6.3	SURVEYING											
6.4	GEOTECHNICAL EVALUATION											
6.5	UNDERGROUND UTILITY VERIFICATION											
6.5.1	TRAFFIC COUNTS											
TOTAL HOURS											73	
TOTAL FEE ESTIMATE											136	
Hourly Rates											\$83.24	
											\$110.36	
											\$128.61	
											\$155.41	
											\$78.24	
											\$55.73	
											4	
											437	
											\$42.87	
												\$42,000

RS&H-ADD DESIGN

2/01/05

January 31, 2005

Mr. Stanley Fardin, P.E.  
Reynolds, Smith and Hills, Inc  
6161 Blue Lagoon Dr., Suite 200  
Miami, Florida 33126

**Subject: La Gorce Neighborhood Project**  
**Stormwater Design - Additional Services Fee Request (Revision - 1)**

Dear Stanley:

We respectfully submit this revised Request for Additional Services for the above referenced project in the amount of \$17,941.00. During the course of advancing the project to the 60% submittal stage, we performed a number of additional services beyond the scope of the original contract. These additional services are as follows:

**1. Revise Concept to Include Existing Outfalls & Add New Outfalls**

The original design concept in the planning phase (BODR) for the La Gorce neighborhood assumed a gravity based stormwater disposal system via two new outfalls, one each, in stormwater Basins 103 & 117/118. However, as a result of final topographic survey findings and modeling the system with this data, it was determined that the required size for the two proposed new outfalls would be extremely large and result in various constructability issues. In order to reduce the required sizes, the two new outfalls were integrated along the two existing outfalls into the proposed system layout. This combination is required to provide the necessary disposal capacity in order to meet the City's Stormwater Master Plan (SWMP) criteria.

**2. Additional Gravity Injection Wells & French Drains**

An additional 10 gravity injection wells are required for Basin 103 in order to meet the regulatory agencies criteria for water quality treatment. The original design concept in the planning phase (BODR) included 7 gravity wells. However, as a result of final topographic survey findings and modeling the system with this data, it was determined that 17 gravity wells will be required for the basin to comply with the minimum water quality criteria from the Department of Environmental Resource Management.

The estimated length of French Drains in Basins 117 and 118 used during the planning phase (BODR) was based on an assumed percolation rate of the soil in the area because actual data was not available. Therefore, a reasonable assumption was made using a percolation rate from a test performed on the nearby FDOI Alton Road project. Upon review of the actual percolation tests performed within Basin 117 and 118, we realized the actual percolation rates were less favorable than originally anticipated. This resulted in the water quality calculation requiring 2,300 LF of French Drains and 4 gravity injection wells instead of 1,200 LF of French Drains originally estimated with the assumed percolation rate.

Attached please find our fee request for the additional work effort outlined herein. If you have any questions please do not hesitate to contact me at (954) 680-7771.

Sincerely,  
**R.J. BEHAR & COMPANY, INC.**

Juan Vazquez, P.E.  
Vice President

Cc: File 01026, B. Behar, R. Bolt  
F:\#01026\Contract File\RSH-LaGorce-addl-service-request-1-31-05 doc

A-E FEE NEIGHBORHOOD NO. 5 La Gorce  
REYNOLDS, SMITH AND HILLS, INC.  
SUMMARY SHEET  
ADDITIONAL DESIGN SERVICES

TASK NO.	DESCRIPTION	PROJECT MANAGER	ENGINEER	ASSISTANT ENGINEER	DESIGNER	PLANNER	TOTAL HOURS	TOTAL COST
1	PLANNING SERVICES							
1.1	PROJECT KICK-OFF MEETING	0	0	0	0	0	0	\$0
1.2	INFRASTRUCTURE PLANNING	0	0	0	0	0	0	\$0
1.3	PROJECT SITE RECONNAISSANCE VISIT AND DEVELOPMENT OF ALTERNATIVE	0	0	0	0	0	0	\$0
1.4	STREETSCAPE TREATMENTS	0	0	0	0	0	0	\$0
1.5	ATTEND "VISIONING" SESSION	0	0	0	0	0	0	\$0
1.6	REVIEW MEETINGS PRIOR TO COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	\$0
1.7	COMMUNITY DESIGN WORKSHOPS	0	0	0	0	0	0	\$0
1.8	COMMUNITY DESIGN WORKSHOP NO. 1	0	0	0	0	0	0	\$0
1.9	COMMUNITY DESIGN WORKSHOP NO. 2	0	0	0	0	0	0	\$0
1.10	FINAL BASIS OF DESIGN REPORT	0	0	0	0	0	0	\$0
2	DESIGN SERVICES							
2.1	FIELD VERIFICATION OF EXISTING CONDITIONS	0	0	0	0	0	0	\$0
2.2	DETAILED DRAINAGE DESIGN	0	0	0	0	0	0	\$0
2.3	DESIGN / CONSTRUCTABILITY REVIEW	0	0	0	0	0	0	\$0
2.4	COST OPINIONS	0	0	0	0	0	0	\$0
2.5	COMMUNITY DESIGN REVIEW MEETINGS	0	0	0	0	0	0	\$0
2.6	DOCUMENT REVISIONS	0	0	0	0	0	0	\$0
2.7	PERMITTING REVIEWS	0	0	0	0	0	0	\$0
2.8	A/E CONSULTANT QA/QC OF DESIGN DOCUMENTS	0	0	0	0	0	0	\$0
3	BIDDING AND AWARD SERVICES							
3.1	CONSTRUCTION CONTRACT DOCUMENT REVIEW	0	0	0	0	0	0	\$0
3.2	BID DOCUMENT DELIVERY	0	0	0	0	0	0	\$0
3.3	PRE-BID CONFERENCE	0	0	0	0	0	0	\$0
3.4	ADDENDA ISSUANCE	0	0	0	0	0	0	\$0
3.5	BID EVALUATION	0	0	0	0	0	0	\$0
3.6	CONTRACT AWARD	0	0	0	0	0	0	\$0
3.7	AS-BID CONTRACT DOCUMENTS	0	0	0	0	0	0	\$0
4	CONSTRUCTION MANAGEMENT SERVICES							
4.1	PRE-CONSTRUCTION CONFERENCE	0	0	0	0	0	0	\$0
4.2	WEEKLY CONSTRUCTION MEETINGS	0	0	0	0	0	0	\$0
4.3	REQUESTS FOR INFORMATION / CONTRACT DOCUMENT CLARIFICATION (RFI / CDO)	0	0	0	0	0	0	\$0
4.4	REQUESTS FOR CHANGES TO CONSTRUCTION COST AND/OR SCHEDULE	0	0	0	0	0	0	\$0
4.5	PROCESSING OF SHOP DRAWINGS	0	0	0	0	0	0	\$0
4.6	FIELD OBSERVATION SERVICES	0	0	0	0	0	0	\$0
4.7	PROJECT CLOSEOUT	0	0	0	0	0	0	\$0
5	ADDITIONAL SERVICES - BASINS 103 & 117/118							
5.1	REVISE CONCEPT TO INCLUDE EXISTING OUTFALLS & ADD NEW OUTFALLS	0	18	32	0	0	62	\$8,831
5.2	ADDITIONAL GRAVITY INJECTION WELLS & FRENCH DRAINS	0	18	36	24	0	78	\$9,527
6	REIMBURSABLES							
6.1	REPRODUCTION SERVICES							\$983
6.2	TRAVEL AND SUBSISTENCE							\$200
6.3	SURVEYING							
6.4	GEOTECHNICAL EVALUATION							
6.5	UNDERGROUND UTILITY VERIFICATION							
6.6	TRAFFIC COUNTS							
	TOTAL HOURS	0	36	68	56	0	160	
	TOTAL FEE ESTIMATE	\$155.41	\$128.61	\$110.30	\$93.24	\$78.24	\$42.87	\$17,541
	Hourly Rates							

RJ BEHAR-ADD DESIGN

2/01/05



## **RESOLUTION TO BE SUBMITTED**

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CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A resolution electing Commissioner Luis R. Garcia, Jr. as Vice-Mayor for a term commencing on March 1, 2005, and terminating on June 30, 2005, or on such date when a new Vice-Mayor is thereafter elected.

**Issue:**

Shall Commissioner Luis R. Garcia, Jr. be elected as Vice-Mayor?

**Item Summary/Recommendation:**

The City Commission established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number. Commissioner Luis R. Garcia, Jr. (Group V) is next in the rotation to serve as Vice-Mayor.

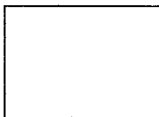
**Advisory Board Recommendation:**

N/A

**Financial Information:**

**Amount to be expended:**

Source of  
Funds:



Finance Dept.

	Amount	Account	Approved
1			
2			
3			
4			
Total			

**City Clerk's Office Legislative Tracking:**

Robert E. Parcher, City Clerk

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7D  
DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER LUIS R. GARCIA, JR. AS VICE-MAYOR FOR A TERM COMMENCING ON MARCH 1, 2005, AND TERMINATING ON JUNE 30, 2005, OR ON SUCH DATE WHEN A NEW VICE-MAYOR IS THEREAFTER ELECTED.**

### ANALYSIS

The City Commission has established a policy of rotating the position of Vice-Mayor every four (4) months. Since 1994, the rotation has been by Commission Group number. The next Vice-Mayor Group is Group V. The term for the next Vice-Mayor is March 1, 2005 through June 30, 2005. Commissioner Luis R. Garcia, Jr. (Group V) is next in the rotation to serve as Vice-Mayor.

JMG/REP

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ELECTING COMMISSIONER LUIS R. GARCIA, JR. AS VICE-MAYOR FOR A TERM COMMENCING ON MARCH 1, 2005, AND TERMINATING ON JUNE 30, 2005, OR ON SUCH DATE WHEN A NEW VICE-MAYOR IS THEREAFTER ELECTED.**

**WHEREAS**, the Mayor and City Commission established a policy of rotating the position of Vice-Mayor every four months; and

**WHEREAS**, for the term commencing on March 1, 2005, and terminating on June 30, 2005, the Mayor and City Commission herein elect Commissioner Luis R. Garcia, Jr. as Vice-Mayor.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA** that Commissioner Luis R. Garcia, Jr. is hereby elected as Vice-Mayor of the City of Miami Beach, Florida, for a term commencing on March 1, 2005, and terminating on June 30, 2005, or on such date when a new vice mayor is thereafter elected.

**PASSED and ADOPTED THIS** \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Mayor David Dermer

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 2-8-05  
City Attorney Date

CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A resolution consenting to the appointment of Max Sklar as Director of Tourism and Cultural Development.

**Issue:**

Shall the City Commission appoint Max Sklar as Director of Tourism and Cultural Development?

**Item Summary/Recommendation:**

Max has been with Miami Beach for over the past 6 ½ years with experience in the Neighborhood Services Department, the Mayor and Commission Office and most recently as Acting Director of Tourism and Cultural Development since March 2004.


After a year as Acting Director, Max has demonstrated his ability to effectively perform in this capacity and serve the City of Miami Beach well.

The Administration recommends approving the resolution.

**Advisory Board Recommendation:**

N/A

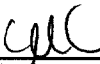
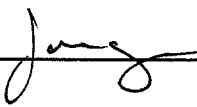
**Financial Information:**

Source of Funds:   Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Christina Cuervo

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7E  
DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA CONSENTING TO THE APPOINTMENT OF MAX SKLAR AS DIRECTOR OF TOURISM AND CULTURAL DEVELOPMENT.**

### ADMINISTRATION RECOMMENDATION

Pursuant to the requirements of Article IV, Section 4.02 of the City Charter it is recommended that the Mayor and City Commission adopt the Resolution consenting to the appointment of Max Sklar as the Director of Tourism and Cultural Development.

### ANALYSIS

In June 2001, phase one of the Administration's reorganization was implemented, which included the creation of four consolidated new departments. The Public Works and Operations, Capital Improvement Projects Office and Neighborhood Services Department have already been created and are up and running. The final Department was the Tourism and Cultural Development Department whose mission it will be to further develop the City's focus on tourism and culture.

The Department includes the Office of Film and Event Production Management (which includes Special Events and Film and Print); the Cultural Affairs Program; the Cultural Arts Council; the Convention Center and Jackie Gleason Theater of Performing Arts; the Tourism, Convention and Protocol Office; the Entertainment Office and Art in Public Places and will serve as the liaison to the Bass Museum of Art and the Visitors and Convention Authority (VCA). Max will continue to work closely with the Administration to implement an overall, comprehensive plan for tourism and cultural affairs on Miami Beach and will also continue working closely with the Greater Miami Convention and Visitors Bureau and the Performing Arts Center in Miami.

Over the past year, Max and the Cultural Affairs staff (Bill Baites, Roberta Behrendt, and Eric Fliss) have been instrumental in coordinating and contracting with SMG regarding the oversight management and operation of the City's recently renovated Byron-Carlyle Theater. Furthermore, changes were made to the Cultural Arts Council's grant program raising the funding level of the program and identifying a recurring revenue stream for the arts.

Max also was extremely helpful in this past year's negotiations and oversight of the GMCVB contract. Max has coordinated day to day implementation of the submarket initiatives and helped create a Miami Beach Cultural Ad now being featured quarterly in industry/trade magazines. Similarly, Max has also coordinated the City's new participation with Visit Florida's Small Town/Downtown marketing initiative.

As you also are aware, Max has been spearheading the City's efforts to amend the Special Events and Film Permitting Guidelines with the assistance of the Film and Event Production Management Staff (Graham Winick, Linette Nodarse and Maya Fiallos). Under his supervision the Art in Public Places Masterplan and Ordinance amendments were adopted.

After a year as Acting Director, Max has demonstrated his ability to effectively perform in this capacity and serve the City of Miami Beach well.

### **CONCLUSION**

While in most Council/Manager governments, City Managers are typically granted broad authority to select key department heads; a provision of our charter requires consent by the Commission. Therefore, it is recommended that the Mayor and Commission adopt this resolution.

JMG/CMC/rar

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF  
THE CITY OF MIAMI BEACH, FLORIDA, CONSENTING TO THE  
APPOINTMENT OF MAX SKLAR AS DIRECTOR OF TOURISM  
AND CULTURAL DEVELOPMENT.**

**WHEREAS**, the City Manager has appointed Max Sklar to serve as the City's second Director of the recently created Tourism and Cultural Development Department; and

**WHEREAS**, pursuant to Section 4.02 of the City of Miami Beach Charter, the City Manager has power to appoint directors of City departments with the consent and confirmation of the Mayor and City Commission; and

**WHEREAS**, the Mayor and City Commission wish to consent and confirm the appointment of Max Sklar as the Director of Tourism and Cultural Development.

**NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission have consented to and confirmed the appointment of Max Sklar as the Director of Tourism and Cultural Development.

**PASSED and ADOPTED this 23<sup>rd</sup> day of February, 2005.**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

 2-17-05  
City Attorney Date

**FY 2003 – 2004**  
**Tourism and Cultural Development**  
**Department Accomplishments**

**Miami Beach Convention Center and Jackie Gleason Theater**

Below please find highlights of our accomplishments for the Miami Beach Convention Center and Jackie Gleason Theater for Fiscal Year 2003-04.

**Sales and Bookings**

- Increased occupancy percentage for MBCC from 45% in FY 2002-03 to 52% in FY 2003-04, despite loss of majority of September business due to hurricane threats
- Successfully added the following annual shows to the calendar
  - South Florida District Dental Society Annual Winter Meeting (beginning January 2005)
  - International Congress on Aesthetics (beginning May 2006)
  - Swimwear Association of Florida Annual Trade Show (beginning July 2005)
  - International Boat Builders Exhibition (began October 2003)
  - HD Boutique (began October 2003)
  - Jewelers International Showcase Spring Show (began April 2004)
  - Miami Beach Motorcycle Expo (began September 2004)
- Successful implementation of the City of Miami Beach Marketing Fund to attract the following future conventions
  - International Association for Exposition Management
  - Society for Nuclear Medicine
  - National Minority Supplier Development Council
- Successfully hosted the follow high profile events at the Jackie Gleason Theater
  - MTV VMALA Awards 2003
  - American Black Film Festival Awards
  - Hooters International Swimsuit Pageant
  - Chris Rock
  - Israel Philharmonic
  - Josh Groban
  - JVC Jazz Festival featuring Kenny G

**Operational Accomplishments**

- Implementation of Ungerboeck EBMS Event Management Software System
- Redesign of Miami Beach Convention Center logo
- Redesign of Jackie Gleason Theater website
- Installation of first of four energy efficient chillers to replace outdated equipment
- Installation of two trash compaction machines which will greatly reduce waste disposal costs

- Significant progress on Jackie Gleason Theater lobby and restroom renovations, with completion scheduled in December 2004
- Commencement of Miami Beach Convention Center ADA/Restroom renovations project
- Refurbishment of all loading dock areas

## Entertainment Industry

Experienced an increase from 6 (2003) to 8 (2004) entertainment industry events.

1. March - International Dance Music Awards Show
  2. April - Latin Billboard Music Awards Show
  3. May - CLIO Awards
  4. July - Billboard Radio Monitor Awards Show
  5. Aug. - Billboard R & B - Hip/Hop Awards Show
  6. Aug. - MTV Video Music Awards (NEW)
  7. Oct. - MTV Video Music Awards Latinamerica
  8. Dec. - Premios FOX Sports (NEW)
- Art Basel Miami Beach and Art Miami have truly begun to solidify the cultural brand of the Miami Beach destination. With these two events back to back Miami Beach is on the map of the art world.

## Art in Public Places

- Completed and adopted Masterplan and Guidelines for Art in Public Places.
- Adopted changes to the Art in Public Places Ordinance.
- Completed the Connie Lloveras Art in Public Places project at North Shore Youth Center.
- Awarded the Beatles Mandala Project to artist Kevin Arrow. Fabrication has already begun.
- Began to develop maintenance plan for the public art collection.
- Began to develop citywide plan for permanent and temporary exhibits.

## Bass Museum of Art

- Construction of the renovated and expanded Bass Museum to adjust the climate control system was completed in November 2003
- Exhibitions and educational programming presented during this period include: ***Dispersions: a Decade of Art from Spain Selections from the Coca-Cola España Foundation Collection*** (December 4, 2003–February 22, 2004); ***Frida Kahlo: Portraits of an Icon*** (December 4, 2003–February 1, 2004); ***Judith Schaechter: Extra Virgin***(December 4, 2003–March 7, 2004); ***Lynda Benglis: Sculptures*** (December 4, 2003–June 2004); ***Cafe Intervention: Luis Vidal*** (Opened December 4, 2003);

***Treasures from the Collection of the Bass Museum of Art*** (December 4, 2003-ongoing); ***François-Marie Banier*** (March 5–May 30, 2004); ***The Salon: 18<sup>th</sup> and 19<sup>th</sup> Century Portraits from the Collection*** (March 19–ongoing); ***Picasso Suite 347*** (June 18–September 12, 2004).

- The State of Florida increased its funding from \$50,860 to \$77,013.
- The Dade County Cultural Affairs Council also increased the Museum's funding from \$162,280 to \$178,215.
- The National Endowment for the Humanities awarded \$40,000 for planning the exhibition ***From Miami to Metro: Mid-Century Architecture, Urbanism and Popular Culture***.
- The Florida Department of State, Division of Historical Resources awarded \$20,000 for the publication of a book devoted to Miami Mid-Century Modern Architecture to accompany this exhibition.
- Additionally, the Florida Humanities Council awarded \$25,000 for a series of panel discussions devoted to Miami Mid-Century Modernism to take place over the course of the 2004-2005 Season.
- Friends of the Bass Museum increased their total contribution from \$785,455 in 2002-2003 to \$1,172,955 in 2003-2004.
- In addition the Museum was open second Thursday evenings offering films, lectures and performances.
- Extensive educational outreach to local schools in the Miami-Dade area was conducted for grades K-12. Thousands of students and teachers participated in programs related to the various exhibitions shown during this period.

## Cultural Affairs Program

- Completed strategic study of Cultural Affairs and Cultural Arts Council initiatives and programs. This resulted in the creation of a "vision plan" for the program of which approximately 80-85% of has been executed.
- Completed a thorough program of research to best evaluate projected rental and management programs for the Byron Carlyle Theater, Colony Theater and Little Stage Theater. Approved by Commission in July 2004, the plans are now in effect for the Byron Carlyle and Little Stage Theaters. The plan for the Colony will be activated when this venue opens.
- Hired Eric Fliss, Cultural Facilities Manager, to supervise and oversee the aforementioned programs.
- Reviewed the existing Cultural Arts Council's grants program, researched similar, national programs, and instituted a number of changes to the process that resulted in a highly-professional and highly-equitable program.
- Trained and educated the Cultural Arts Council about effective meeting management through strategic planning occurring before and after the regularly-scheduled monthly meetings.

- Successfully initiated a series of Task Forces within the Cultural Arts Council to address planning and needs in Marketing, Finance, Facilities, and Nominations that resulted in a substantial number of strategic recommendations to City leadership.
- Initiated the first annual Cultural Arts Council Awards Program in which the City Commission and members of the Cultural Arts Council publicly presented grant recipients with their awards.
- Successfully opened the Byron Carlyle Theater on October 1, 2004 after a substantial renovation.

## FILM and PRINT

- Office issued a record 1511 **total Film and Print permits** (7% higher than FY 02/03) for a total reported budget of \$60,203,117 spent in Miami Beach on permitted productions. These figures do not reflect the activity that takes place entirely inside private businesses or studios, nor the other sectors of the industry based in Miami Beach, including post-production, music and talent agencies.
- Permit numbers indicate a 19% gain in permits issued and a 14% gain in budgets reported for **Print productions** from Fiscal Year 02/03. This indicates the sharp decline of the fashion industry we witnessed starting in 2000 has turned around as Miami Beach once again became a hot-spot for international fashion. Part of this gain is assumed to be the result of the weakened dollar luring clients and producers from Europe who had not been to the area for some time.
- Permit numbers indicate a 30% increase in the number of **Shoot Days** in Miami Beach from FY 03/04 (from 6902 to 8939) and a whopping 80% increase in the number of reported Hotel Room Nights on Miami Beach (from 61,397 to 110,657).
- **Television** production in FY 03/04 included servicing the half dozen or so telenovellas produced by Telemundo RTI, Fonovideo/ Televisa, Univision and Plural Entertainment, as well as regular programming for Telemundo, Univision and Telefutura. We also hosted CBS Productions' "CSI:Miami" Season 3, FX's "Nip/Tuck" and the myriad MTV productions throughout the year, including during the VMAs and VMALAs.
- **Feature Film** production in FY 03/04 including hosting the entire productions of "Transporter 2" and "National Lampoon's Pledge This," which both made Miami Beach hotels their base and the indie film "Thanks to Gravity."
- Worked hand in hand with the producers of "Transporter 2" to assist them in becoming the first project to secure incentive funding from the **State of Florida's Entertainment Incentive**. This funding allowed the project to film entirely in Miami and Miami Beach, employing hundreds of local crew, cast and vendors, and accounting for over \$14 Million directly into the local economy.
- Attended trade shows and marketing opportunities in Los Angeles (Cineposium, Locations Expo) and New York (IFP Market, Shoot Forum), as well as served as host and scout for numerous producers and executives in Miami Beach.
- Attended Film Florida quarterly meetings and became part of the governing board of Film Florida, assuring a Miami Beach presence in the state marketing collective.
- Hosted the Film Florida "annual" meeting in July, including several receptions to honor our local industry and representatives, a tour of the City and a networking lunch with filmmakers present for the American Black Film Festival.
- Served as part of host committee for the third American Black Film Festival in Miami Beach

- Sponsored a "Wrap Party" reception for local participants in the Entertainment Industry Incubator's annual Collaboration Short Film Contest, attended by over 100 burgeoning local filmmakers.
- Served on the GMCVB's Film, Fashion and Entertainment Task Force.
- Collaborated with the GMCVB in creating the forthcoming DVD of high quality beauty shots of our community and the production industry lure piece, the Black Book.
- Advertised in *The Hollywood Reporter*, *Variety* and *Shoot* special Miami/ Miami Beach issues, as well as the local production guide and Kemps International production guide.
- Lobbied locally and in Tallahassee on behalf of Miami Beach-based production issues, including funding the Entertainment Industry Incentive and creating exceptions to the Cosmetology Licensing requirement.
- Worked towards the creation of new and localized incentives to further enhance our City as film friendly.
- Our marketing campaign for trade magazines and production guides was awarded first place in the Marketing Excellence Awards by the Association of Film Commissioners International.

## Tourism

- **Camp Miami Beach.** Introduced for the 2004 Summer Season, Camp Miami Beach is an experience for the entire family in a locale where sun and fun intersect year round. Featuring a multitude of programs including enriching arts and cultural activities, health and wellness offerings, sports and recreational pursuits, exciting local attractions, and unparalleled line-ups with HBO, Camp Miami Beach is available from July 1 – Aug. 31, 2004, and can be designed to fit each family's schedule and interests whether it is for a half-day or the whole month.
- **Norwegian Cruise Line** "The Dawn" brings 1200 visitors every Wednesday to Miami Beach. Working with **Royal Caribbean** and **Carnival Cruises** to all make us a port of call.
- **Hurricane Hotel Hotline.** The City of Miami Beach in partnership with the Greater Miami Convention & Visitors Bureau (GMCVB) and the Miami-Dade County's Office of Emergency Management, Team Metro and our partner hotels has established a Hurricane Hotel Hotline (305) 468-5900 to provide visitors with information on locating hotel availability, ground transportation, updates on airport and seaport and respond to visitor inquires during hurricane watches, warnings, and evacuations. The Hurricane Hotel Hotline is staffed by the GMCVB and the City of Miami Beach and is activated upon notice from the Emergency Operations Center (EOC) of a hurricane watch. The Hurricane Hotline telephone number is posted in every shelter, Miami International Airport, taxis, car rental companies and in all hurricane related information starting with Hurricane Jeanne.

## Special Events

- In the 2003/2004 Fiscal Year, the Special Events Division accepted 189 applications and issued 169 Special Events Permits, an increase from the 165 permits issued in 2002/2003.
- In the 2003/2004 FY, the Special Events Division collected the following revenues:
- Application & permit fee \$55,000.00
- Vehicle Beach Access \$37,000.00
- Lincoln Road/Lummas Park User fees \$8,500.00
- Beach Concessions \$17,200.00

- Square Footage fee \$30,000.00
- **Total Special Events Revenue:** **\$147,700.00**
- Major events that brought large crowds, including the Art Basel Miami Beach, Miami International Boat Show, South Beach Wine and Food Festival, Miami Beach Fitness Festival, Memorial Day 2004, MTV VMA's and VMLA's were held successfully and required careful interdepartmental planning and coordination of City services by the Special Events Division.
- The Special Events office has further strengthen it's communications with the neighborhood associations and residents City-wide. We have been successful in evaluating their concerns and addressed them in a matter in which all parties have been equally satisfied.
- In 2003/2004 FY, the Special Events Division started the process to implement an on-line component to the Special Events database. This database will serve as the main form of communication between the City's departments when coordinating City services and event producers.

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Resolution for Issuance of RFP for Broker/Agent to provide assistance with the Employee Benefits Program.

**Issue:**

Should the City issuance an RFP for Broker/Agent services to assist the City with its Employee Benefits Program?

**Item Summary/Recommendation:**

The current Agreement with Gallagher Benefit Services, Inc, to provide assistance and expertise with the City's Group Employee Benefit Program expires May 5, 2005. The City has found that as employee benefits become more complex, including the national issues that surround healthcare, the services of a broker/agent will provide the City with additional expertise in developing a quality, cost effective benefit program.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Mayra Diaz Buttacavoli, Director of Human Resources & Risk Management

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
<i>Mayra D. Buttacavoli</i>		<i>[Signature]</i>

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AGENDA ITEM C7F  
DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR BROKER/AGENT SERVICES TO PROVIDE ASSISTANCE IN DETERMINING THE CITY'S EMPLOYEE BENEFITS PROGRAM.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City of Miami Beach currently has an Agreement with Gallagher Benefit Services, Inc. to assist us in providing cost effective, quality benefits for our employees. This Agreement has been in effect for 4 years and will expire on May 5, 2005.

The City has found that as employee benefits become more complex, including the national issues that surround healthcare, the services of a firm that specializes in employee benefits provides the City with information regarding the benefit market and conditions that may affect the City's policies and risk exposures. The Scope of Services and Evaluation Criteria are attached.

The current Agreement with Gallagher Benefit Services was issued with an initial fee of \$30,000 for the RFP process for Group Health Insurance. For subsequent years, the fee was paid by the selected medical carrier, as negotiated by Gallagher Benefit Services, Inc. and not to exceed \$200,000.00 per year. Fee structures in the new Agreement will be negotiated.

### CONCLUSION

The Administration recommends that the City Commission authorize the issuance of an RFP for a broker/agent to assist the City in determining its Group Employee Benefits Program.

JMG/MDB/PH

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## **SCOPE OF SERVICES**

The City requires that the selected Broker/Agent provide, at a minimum, the following services:

1. Provide assistance to the City Administration in determining the City's Group Employee Benefit Program.
2. Prepare reports informing the Administration regarding benefit market (Market Analysis) conditions that may affect the City's policies and risk exposures prior to policy renewals.
3. Prepare/Assist with Request for Proposal (RFP) specifications and underwriting data to submit to benefit markets for the purpose of obtaining proposals for Group Employee Benefits.
4. Upon direction from the City, approach all acceptable companies on behalf of the City. A complete list of the companies contacted, along with their response, must be submitted.
5. Present to the City all coverage proposals obtained. This report must contain a comprehensive analysis by the broker of the proposals obtained with recommendations for the selection of one proposal for the particular area to be covered.
6. Negotiate, on behalf of, and with direction from, the City with all carriers to obtain the best prices, terms and conditions available.
7. Review and/or assist writing Agreements/policies purchased by the City to assure their accuracy and appropriateness.
8. Review and evaluate existing City benefit related Agreements to provide recommendations for possible improvement of price, terms, and conditions.
9. Provide an annual report summarizing coverage's in place, anticipated market conditions, recommendations and strategies.
10. Assist the City with interpretation of benefit related regulations and compliance issues; respond to inquiries from City benefit staff.
11. Include unlimited actuarial support with no additional flat or hourly fees
12. The City requests an initial term of one (1) year. Thereafter the Agreement shall be automatically renewed for successive one (1) year terms until terminated by either party.

## **EVALUATION CRITERIA**

**The Evaluation Committee shall base its recommendations on the following factors:**

- 1. Specific Expertise regarding the Scope of the Project & expertise with Governmental Entities**
- 2. Overall Expertise of the Broker relating to Employee Benefits**
- 3. References from current and/or former clients**
- 4. Costs**

## **MINIMUM REQUIREMENTS**

1. Proposers responding to the RFQ must agree not to approach any markets until authorized by The City of Miami Beach to do so.
2. Properly Licensed in addition to any other applicable Florida requirements. An agency/broker firm must be represented by at least one resident Florida agent, duly qualified at the time of the proposal for a minimum of at least five years and if selected, throughout the term of the contract, under the laws of Florida to act as an agent for medical, dental, life, disability, and other employee benefits as the City deems appropriate.
3. Have on staff a local actuary who is a full time member of the firm.
4. Minimum Insurance Coverage the agency/broker firm must agree to maintain in force, at all times during which services are to be performed for The City of Miami Beach, Professional Liability insurance with limits of coverage no less than \$1,000,000.
5. The following data must be submitted on each member of the Designated Project Team:
  - a. License maintained in Florida
  - b. Years of group employee benefit service experience
  - c. Professional designations
  - d. Current job responsibilities
  - e. Specific relevant experience with similar projects
  - f. Specific relevant experience with public sector clients of similar size and complexity
6. Describe your service capabilities in handling public sector accounts and any special or unique qualifications of you and your firm. List a minimum of 10 Governmental clients that you service, 2 of which must have over 1,000 full-time employees
7. Provide a list of:
  - a. Client Name
  - b. Business of Client
  - c. Client's Address
  - d. Client Contact, including telephone and facsimile numbers
  - e. Description of Program and Services provided to Client

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS (RFP) FOR BROKER/AGENT SERVICES TO PROVIDE ASSISTANCE IN DETERMINING THE CITY'S EMPLOYEE BENEFITS PROGRAM.**

**WHEREAS**, on April 18, 2001, the Mayor and City Commission approved Resolution No. 2001-24336 authorizing an Agreement with Arthur J. Gallagher and Co. to provide assistance in determining the City's Group Insurance needs; and

**WHEREAS**, the Agreement was issued for one year with an option to renew for three years; and

**WHEREAS**, the Agreement will expire on May 5, 2005; and

**WHEREAS**, the City wishes to continue to use the services of a broker/agent to assist in maintaining and further developing a quality, cost effective Employee Benefit Program.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby authorize the issuance of a Request for Proposals (RFP) for Broker/Agent Services to provide assistance in determining the City's Employee Benefits Program.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005**

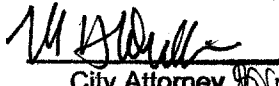
ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

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**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

2-10-05  
\_\_\_\_\_  
Date

CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, authorizing the Mayor and City Clerk to execute a Change Order, in the amount of \$98,353.69, to the Communications System Agreement with Motorola, Inc., approved by the City Commission on April 30, 2003, for a communications systems agreement total of \$8,493,933.69, which will incorporate the following changes: purchase of the Motorola, Inc. FM200 Fire Protection System option for the two Radio Communication Shelters (Parkview Point Condominium and Council Towers), in the amount of \$27,558.31; relocation of the prime site equipment room to the City's 911-Dispatch Center, in the amount of \$2,307.69; relocation of the Power-Pac UPS System located at the Parkview Point Condominium, at the request of the Parkview Point Condominium residents, to the Mechanical Equipment Room, in the amount of \$68,487.69; and addition of a project extension of two weeks due to delays caused by Hurricanes Frances and Jeanne.

**Issue:**

Whether the City Commission should approve the execution of a Change Order to the Communications System Agreement with Motorola, Inc.

**Item Summary/Recommendation:**

**Advisory Board Recommendation:**

N/A.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
	1	\$98,353.69	Information Technology Capital Fund (550.1750.000674), FY2004-2005 and the FY2004/2005	
	2		Bank of America Financing Lease	
	3		(Budget Account 550.7000.210100)	
	4			
	Total			

Finance Dept.

**City Clerk's Office Legislative Tracking:**

Gus Lopez, ext. 6641

**Sign-Offs:**

Department Director	Assistant City Manager/CFO	City Manager
GA	PDW	JMG

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AGENDA ITEM C76

DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE A CHANGE ORDER TO THE COMMUNICATIONS SYSTEM AGREEMENT BETWEEN MOTOROLA, INC. AND THE CITY OF MIAMI BEACH, APPROVED BY THE CITY COMMISSION ON APRIL 30, 2003, IN THE AMOUNT OF \$98,343.69, FOR A TOTAL COMMUNICATIONS SYSTEM AGREEMENT OF \$8,493,933.69, WHICH WILL INCORPORATE THE FOLLOWING CHANGES: PURCHASE OF THE MOTOROLA, INC. FM200 FIRE PROTECTION SYSTEM OPTION FOR THE TWO RADIO COMMUNICATION SHELTERS (PARKVIEW POINT CONDOMINIUM AND COUNCIL TOWERS), IN THE AMOUNT OF \$27,558.31; RELOCATION OF THE PRIME SITE EQUIPMENT ROOM TO THE CITY'S 911-DISPATCH CENTER, IN THE AMOUNT OF \$2,307.69; RELOCATION OF THE POWER-PAC UPS SYSTEM LOCATED AT THE PARKVIEW POINT CONDOMINIUM, AT THE REQUEST OF THE PARKVIEW POINT CONDOMINIUM RESIDENTS, TO THE MECHANICAL EQUIPMENT ROOM, IN THE AMOUNT OF \$68,487.69; AND ADDITION OF A PROJECT EXTENSION OF TWO WEEKS DUE TO DELAYS CAUSED BY HURRICANES FRANCES AND JEANNE.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### BUDGETED AMOUNT AND FUNDING

\$98,353.69      Funding for this equipment is available from the FY2004/2005 Bank of America Financing Lease (Budget Account 550.7000.210100) and from the FY2004/2005 Information Technology Capital Fund (Budget Account 550.1750.000674).

## **ANALYSIS**

The City Commission passed a resolution on April 30, 2003, which authorized the Administration to execute a Communications System Agreement with Motorola, Inc., to replace the existing City of Miami Beach 800 MHz Analog Radio System by purchasing a new 800 MHz Trunked Digital Simulcast Public Safety Radio System.

During the preparation of system specifications, the City's radio system consultant, RCC Consultants, Inc, had recommended the construction of an additional radio tower in the north end of Miami Beach to provide improved radio coverage. It would replace the existing radio antenna site at La Gorce Palace located at 6301 Collins Avenue. However, the Administration was concerned about the construction of an additional tower and the resulting community impact. During contract negotiations, the City Administration requested that Motorola plan to replace the tower at Fire Station 2 and look for an additional antenna site to replace the proposed 75<sup>th</sup> Street Reservoir site. The selection of two new sites would entail extensive area surveys, engineering analysis of available space, equipment placement and microwave and radio coverage requirements. Therefore, the contract was negotiated with the understanding that, at the time, that acceptable replacement sites were determined, the cost to locate new antennas, along with the appropriate shelter structures for equipment, would be added to the contract by change order and the cost to remove the Fire Station 2 tower and equipment and the cost of the proposed 75<sup>th</sup> Street tower would be deleted.

The City Commission passed a Resolution on February 25, 2004, which authorized the Administration to execute a Change Order to the Communications System Agreement between Motorola, Inc. and the City of Miami Beach, for the deletion of the 75th Street Reservoir tower and equipment, deletion and removal of the Fire Station 2 tower and equipment; adding antennas, shelters and equipment at the Parkview Point and the Council Towers buildings.

The Administration is requesting to execute a Change Order to the Communications System Agreement between Motorola Inc, and the City of Miami Beach which will incorporate the following changes:

### **Motorola Inc. FM200 Fire Protection System Option**

At the recommendation of the City's Fire Marshal, the City is purchasing the FM200 Fire Protection System option portion of the Communications System Agreement with Motorola, Inc. for both the north and south end radio sites (Parkview Point Condominium, located at 7441 Wayne Avenue and the Council Towers site, located at 1040 Collins Avenue), as required by the City of Miami Beach Fire Inspectors. The original contract cost for one system was \$18,053.00, and the proposed cost is \$27,558.31 for both locations, for a cost savings of \$ 4,714, per site.



### **Relocation of the Prime Site Equipment Room**

It was determined by the City and Motorola, Inc. that a new location in the City's 911-Dispatch Center is more suitable to host the new radio system Prime Site at a cost of \$2,307.69. The new location has the adequate space and environment for the new equipment.

### **Relocation of the Power-Pac UPS System at the Parkview Condominium**

The City and Parkview Point Condominium (North End Radio Site) had agreed to construct a platform within the outside perimeter of the building for the radio site back up generator/UPS system. Subsequently, the residents and the homeowners association requested that the site back up generator/UPS system be placed inside the facility's mechanical equipment room. As a result of this accommodation, the additional engineering and construction costs total \$68,487.69.

### **Project Extension of Two Weeks**

A two week project extension required due to delays from Hurricanes Frances and Jeanne.

### **Change Order Summary**

<b>Item</b>	<b>Cost</b>
FM200 Fire Protection System and Testing	\$27,558.31
Prime Site Relocation	\$ 2,307.69
Parkview Point Condominium Generator/UPS relocation	\$68,487.69
<b>TOTAL</b>	<b>\$98,353.69</b>

### **CONCLUSION**

The Administration is recommending execution of a Change Order to the Communications System Agreement between Motorola Inc. and the City of Miami Beach, in the amount of \$98,353.69, incorporating the following changes: purchase of the Motorola FM200 Fire Protection System option for the two Radio Communication Shelters (Parkview Point Condominium and Council Towers), relocation of the prime site equipment room to the City's 911-Dispatch Center, relocation of the Power-Pac UPS System located at the Parkview Point Condominium to their Mechanical Equipment Room, at the request of the Parkview Point Condominium residents, and addition of a project extension of two weeks due to delays caused by Hurricanes Frances and Jeanne, in order to ensure the continued implementation of the project schedule.

JMG:PDW:GA:GL

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CHANGE ORDER TO THE COMMUNICATIONS SYSTEM AGREEMENT BETWEEN MOTOROLA, INC., AND THE CITY OF MIAMI BEACH, APPROVED BY THE CITY COMMISSION ON APRIL 30, 2003, IN THE AMOUNT OF \$98,353.69, FOR A TOTAL COMMUNICATIONS SYSTEM AGREEMENT OF \$8,493,933.69, WHICH WILL INCORPORATE THE FOLLOWING CHANGES: PURCHASE OF THE MOTOROLA, INC. FM200 FIRE PROTECTION SYSTEM OPTION FOR THE TWO RADIO COMMUNICATION SHELTERS (PARKVIEW POINT CONDOMINIUM AND COUNCIL TOWERS); RELOCATION OF THE PRIME SITE EQUIPMENT ROOM TO THE CITY'S 911-DISPATCH CENTER; RELOCATION OF THE POWER-PAC UPS SYSTEM LOCATED AT THE PARKVIEW POINT, AT THE REQUEST OF THE PARKVIEW POINT CONDOMINIUM RESIDENTS, TO THE MECHANICAL EQUIPMENT ROOM; AND ADDITION OF A PROJECT EXTENSION OF TWO WEEKS DUE TO DELAYS CAUSED BY HURRICANES FRANCES AND JEANNE.**

**WHEREAS**, the Mayor and City Commission authorized the Mayor and City Clerk on April 30, 2003, to execute a Communications System Agreement with Motorola, Inc., to replace the existing City of Miami Beach 800 MHz Analog Radio System by purchasing a new 800 MHz Trunked Digital Simulcast Public Safety Radio System; and

**WHEREAS**, the Mayor and City Commission authorized the Mayor and City Clerk, on February 25, 2004, to execute a Change Order to the Communications System Agreement with Motorola, Inc., to delete the 75<sup>th</sup> Street Reservoir Tower and equipment, delete and remove the Fire Station II Tower and equipment, adding antennas, shelters and equipment at the Parkview Point and the Council Towers buildings; and

**WHEREAS**, the City and Motorola, Inc., have agreed upon additional changes to the Communications System Agreement, in the amount of \$98,353.69, to incorporate the purchase of the Motorola FM200 Fire Protection System option for the two Radio Communication Shelters (Parkview Point Condominium and Council Towers), as required by the City of Miami Beach Fire Inspectors; relocation of the prime site equipment room to the City's 911-Dispatch Center; relocation of the Power-Pac UPS System at the Parkview Point Condominium to their Mechanical Equipment Room ; and a project extension of two weeks due to delays caused by Hurricanes Frances and Jeanne.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA,** that the Mayor and City Commission authorize the Mayor and City Clerk to execute a Change Order to the Communications System Agreement between Motorola, Inc., and the City of Miami Beach, approved by the City Commission on April 30, 2003, in the amount of \$98,353.69, for a total Communications System Agreement of \$8,493,933.69, which will incorporate the following changes: purchase of the Motorola FM200 Fire Protection System option for the two Radio Communication Shelters (Parkview Point Condominium and Council Towers); relocation of the prime site equipment room to the City's 911-Dispatch Center; relocation of the Power-Pac UPS System located at the Parkview Point Condominium, at the request of the Parkview Point Condominium residents; to the Mechanical Equipment Room; and addition of a project extension of two weeks due to delays caused by Hurricanes Frances and Jeanne.


**PASSED and ADOPTED** this \_\_\_\_ day of February, 2005.


\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

  
\_\_\_\_\_  
City Attorney

 2-17-05  
\_\_\_\_\_  
Date

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution Authorizing the Purchase of a 10-Year Warranty Agreement For The Sports Field and Court Lighting Systems at the North Shore Park Athletic Field and Tennis Center from Musco Lighting, the Sole Source Provider of The Warranty for the Musco Lighting Equipment Installed in the Original Construction of The North Shore Park, at a Total Cost of \$41,300.

**Issue:**

Shall the City Commission approve the 10 year warranty agreement?

**Item Summary/Recommendation:**

The lighting system installed at the North Shore Park sports fields was manufactured by Musco Lighting. The City is proposing to purchase a 10-year warranty from the original manufacturer. The warranty provides materials and labor to maintain the operation of the lighting system for ten years.

The City's decision to purchase the Warranty is based on cost savings realized from purchasing the warranty versus maintaining the facilities on an as needed basis with outside contractors. Musco's expertise and single focus in sport lighting allows them to operate very efficiently and to offer maintenance at less cost to the City. Otherwise, the city would continuously engage the use of outside contractors and Property Management Division to scale the light poles to replace and repair the system.


**APPROVE THE RESOLUTION**

**Advisory Board Recommendation:**

N/A

**Financial Information:**


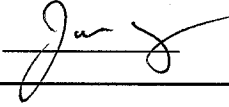
Source of Funds:		Amount	Account	Approved
	1	\$41,300.00	Parks and Recreation General Fund Account 011-0950-000325	
	2			
	3			
	4			
	Total	\$41,300.00		

  
Finance Dept.

**City Clerk's Office Legislative Tracking:**

Gus Lopez, Ext. 6641

**Sign-Offs:**

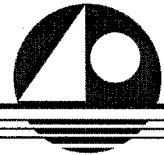
Department Director	Assistant City Manager	City Manager
KS _____	RCM 	JMG 

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AGENDA ITEM C7H  
DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF A 10-YEAR WARRANTY AGREEMENT FOR THE SPORTS FIELD AND COURT LIGHTING SYSTEMS AT THE NORTH SHORE PARK ATHLETIC FIELD AND TENNIS CENTER FROM MUSCO LIGHTING, THE SOLE SOURCE PROVIDER OF THE WARRANTY FOR THE MUSCO LIGHTING EQUIPMENT INSTALLED IN THE ORIGINAL CONSTRUCTION OF THE NORTH SHORE PARK, AT A TOTAL COST OF \$41,300.**

### **ADMINISTRATION RECOMMENDATION**

Adopt the Resolution.

### **AMOUNT AND FUNDING**

\$41,300.00 Funding is available from Parks and Recreation General Fund Account  
011-0950-000325

### **ANALYSIS**

On October 17, 2001 the Mayor and City Commission approved and authorized the City Manager or his designee to negotiate a contract with The Collage Design and Construction Group, Inc. doing business as "The Collage Companies", as the lowest bidder, in response to Invitation to Bid No. 58-00/01 for the construction of the North Shore Park and Youth Center.

The lighting system installed by The Collage Companies at the North Shore Park sports fields was manufactured by Musco Lighting. The City is proposing to purchase a 10-year warranty from the original manufacturer based on the number of hours the system is used. The warranty provides materials and labor to maintain the operation of the lighting system for ten years.

The warranty is based on 301-900 hours of annual usage for the ball field for a total warranty of 9,000 hours or ten years, whichever comes first, and 2,001-3,000 hours of annual usage for the tennis facility for a total warranty of 30,000 hours or 10 years whichever comes first. The cost of the 10-year warranty is \$41,300 based on those usage levels.

A comparison between the average maintenance costs for the North Shore Park facilities mentioned above versus purchasing the 10-year warranty agreement, reflects a cost saving to the City based on the following particulars:

The City typically expects to have at least one service call per year. The typical cost to troubleshoot and repair one (1) lamp outage is approximately \$1,300. That figure includes labor, lift, materials, and freight. In addition to unscheduled service calls, proper fixture maintenance requires periodic replacement of fixture bulbs, or re-lamping. Musco's Extended Warranty includes three (3) complete re-lamps over the course of the warranty. A typical quote for one (1) re-lamp of our facility by a different contractor would be \$16,200. There are three (3) re-lamps included with Musco's Extended Warranty for a value of approximately \$48,600. Therefore, for the total cost of Musco's Extended Warranty for \$41,300, the City receives three (3) complete re-lamps and 10 years worth of labor, lift, parts, and freight to cover any spot-outages between re-lamps. The extended warranty pays for itself in the re-lamps alone.

The City's decision to purchase the Warranty is based on the aforementioned and Musco's expertise and their only source of operation being sport lighting. As such Musco can maintain and keep the sports lights in operating condition with less cost to the City. Otherwise, the City would continuously engage the use of outside contractors and Property Management Division to scale the light poles to replace and repair the system.

### **CONCLUSION**

The Administration recommends that the Mayor and City Commission adopt the attached resolution, herein authorizing the purchase of a 10-year warranty agreement for the sports field and tennis court lighting systems at the North Shore Park athletic field and tennis center from Musco Lighting, the sole source provider of the warranty for the Musco lighting equipment installed in the original construction of the North Shore Park, at a total cost of \$41,300.



February 16, 2005

City of Miami Beach Park & Rec  
Attn: John Ellis  
2100 Washington Ave.  
Miami Beach, FL 33139

Re: 10 Club Warranty

Dear John,

I am writing per your request for this letter. Musco Lighting is a sole source provider of our 10 Club Warranty. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Todd Kirby".

Todd Kirby  
Lighting Services Sales Representative  
Musco Lighting



## **RESOLUTION TO BE SUBMITTED**

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

Setting of Public Hearing - Proposed Designation of the Flamingo Waterway Historic District.

**Issue:**

The Administration is requesting that the Mayor and City Commission schedule a first and only reading public hearing on April 20, 2005, to consider the proposed designation of the Flamingo Waterway Historic District.

**Item Summary/Recommendation:**

Adopt the resolution which schedules a first and only reading public hearing on April 20, 2005, with a time certain after 5:00 p.m.

**Advisory Board Recommendation:**

On December 14, 2004, the Historic Preservation Board unanimously approved a motion (7 to 0) to recommend approval of the designation of the Flamingo Waterway Historic District.

On January 25, 2005, the Planning Board unanimously approved a motion (5 to 0; 2 absences) to recommend approval of the designation of said historic district.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div><input type="checkbox"/></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

William H. Cary, Assistant Planning Director; Shannon M. Anderton, Senior Planner.

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7I

DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** SETTING OF PUBLIC HEARING - HISTORIC DESIGNATION

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER THE PROPOSED DESIGNATION OF THE FLAMINGO WATERWAY HISTORIC DISTRICT BY AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(2), "HISTORIC PRESERVATION DISTRICTS (HPD)" BY DESIGNATING THE FLAMINGO WATERWAY HISTORIC DISTRICT, CONSISTING OF A CERTAIN AREA WHICH IS GENERALLY BOUNDED BY THE CENTER LINE OF WEST 47<sup>TH</sup> STREET TO THE SOUTH, THE EASTERN RIGHT-OF-WAY LINE OF PINETREE DRIVE TO THE EAST, THE NORTHERN LOT LINE OF 4816 PINETREE DRIVE TO THE NORTH, THE WESTERN LOT LINE OF 353 WEST 47<sup>TH</sup> STREET TO THE WEST, AND THE EASTERN BULKHEAD LINES OF THE FLAMINGO WATERWAY AND LAKE SURPRISE TO THE NORTHWEST, AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE.

### **RECOMMENDATION**

The Administration is requesting that the Mayor and City Commission schedule a first and only reading public hearing on April 20, 2005, to consider the proposed designation of the Flamingo Waterway Historic District.

The Administration recommends that the Mayor and City Commission adopt the resolution.

### **BACKGROUND**

In September of 2003, the Planning Department received a request by local area residents to place an item on the agenda of the Historic Preservation Board at their next available meeting. This item of request was for the Historic Preservation Board to consider directing the Planning Department to proceed with the historic designation process for an area of the City generally located on the west side of Pinetree Drive between West 47<sup>th</sup> Street and 4816 Pinetree Drive as a possible historic district.

On September 9, 2003, the Historic Preservation Board unanimously approved a motion (7 to 0) to direct staff to schedule a special meeting of the Board in October of 2003, at which time the Board would consider directing staff to commence with the historic designation process for a possible local historic district in the multi-family residential area at West 47<sup>th</sup> Street and Pinetree Drive.

***Commission Memorandum of February 23, 2005  
Setting of Public Hearing – Historic Designation  
Flamingo Waterway Historic District  
Page 2 of 3***

On October 22, 2003, the Historic Preservation Board unanimously approved a motion (6 to 0; 1 absence) to direct the Planning Department to proceed with research and prepare a preliminary evaluation and recommendation report for a possible historic district that is generally bounded by the center line of West 47<sup>th</sup> Street to the south, the eastern right-of-way line of Pinetree Drive to the east, the northern lot line of 4816 Pinetree Drive to the north, the western lot line of 353 West 47<sup>th</sup> Street to the West, and the eastern bulkhead lines of the Flamingo Waterway and Lake Surprise to the northwest.

On January 13, 2004, the Historic Preservation Board reviewed the preliminary evaluation report with recommendations prepared by the Planning Department relative to the designation of the proposed Flamingo Waterway Historic District. The Historic Preservation Board unanimously approved a motion (5 to 0; 2 absences) to direct staff to prepare a designation report and schedule a public hearing relative to the designation of this proposed historic district.

On December 9, 2004, the Planning Department hosted a courtesy public workshop in St. John's Methodist Church at 4760 Pinetree Drive within the proposed historic district. The focus of the community workshop was to discuss the possible historic designation of the Flamingo Waterway Historic District. About a dozen persons were in attendance at the meeting. There was a consensus of support for the designation of the proposed historic district; however, two attendees expressed a concern that historic designation may preclude the future ability to demolish their residential complex and construct a new structure above parking.

On December 14, 2004, the Historic Preservation Board reviewed the designation report and unanimously approved a motion (7 to 0) to recommend approval of the designation of the proposed Flamingo Waterway Historic District. At the same meeting, the Board approved a motion to reclassify the status of the Regency House apartments at 353 West 47<sup>th</sup> Street from "contributing" to "non-contributing."

On January 25, 2005, the Planning Board reviewed the designation report and unanimously approved a motion (5 to 0; 2 absences) to recommend approval of the designation of the proposed Flamingo Waterway Historic District.

**DESIGNATION PROCESS**

The designation report for a proposed historic district is required to be presented to the Historic Preservation Board and the Planning Board at separate public hearings. Following public input, the Historic Preservation Board votes on whether or not the proposed historic district meets the criteria listed in the Land Development Regulations of the City Code and transmits a recommendation on historic designation to the Planning Board and City Commission. If the Historic Preservation Board votes against the designation, no further action is required. If the Historic Preservation Board votes in favor of designation, the Planning Board reviews the designation report and formulates its own recommendation. The recommendations of both Boards, along with the designation report, are presented to the City Commission. Because in this instance the proposed ordinance involves an area of less than ten (10) contiguous acres, the City Commission must hold one (1) public hearing on the designation. Upon conclusion of the hearing, the City Commission can immediately adopt the ordinance with a 5/7 majority vote.

**STAFF ANALYSIS**

The proposed designation of the Flamingo Waterway Historic District is appropriate to protect the aesthetic, architectural, and historical importance of the residential neighborhood. The

**Commission Memorandum of February 23, 2005**  
**Setting of Public Hearing – Historic Designation**  
**Flamingo Waterway Historic District**  
**Page 3 of 3**

positive social and economic impact that preservation has had on the revitalization of Miami Beach is well known. Local residents, as well as visitors from around the world, are seeking the very special urban character of Miami Beach that the Planning Department seeks to preserve. Further, alterations are permitted to historic structures provided that the changes are found to be appropriate by the Historic Preservation Board.

Therefore, the Administration recommends that the Mayor and City Commission adopt this resolution scheduling a first reading public hearing on April 20, 2005, to consider the proposed designation of the Flamingo Waterway Historic District.

*ml*  
JMG:CMC:JGG:WHC:SMA

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, SETTING A PUBLIC HEARING TO CONSIDER THE PROPOSED DESIGNATION OF THE FLAMINGO WATERWAY HISTORIC DISTRICT BY AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE MIAMI BEACH CITY CODE; AMENDING SECTION 118-593, "HISTORIC PRESERVATION DESIGNATION"; AMENDING SECTION 118-593(E), "DELINEATION ON ZONING MAP"; AMENDING SECTION 118-593(E)(2), "HISTORIC PRESERVATION DISTRICTS (HPD)" BY DESIGNATING THE FLAMINGO WATERWAY HISTORIC DISTRICT, CONSISTING OF A CERTAIN AREA WHICH IS GENERALLY BOUNDED BY THE CENTER LINE OF WEST 47<sup>TH</sup> STREET TO THE SOUTH, THE EASTERN RIGHT-OF-WAY LINE OF PINETREE DRIVE TO THE EAST, THE NORTHERN LOT LINE OF 4816 PINETREE DRIVE TO THE NORTH, THE WESTERN LOT LINE OF 353 WEST 47<sup>TH</sup> STREET TO THE WEST, AND THE EASTERN BULKHEAD LINES OF THE FLAMINGO WATERWAY AND LAKE SURPRISE TO THE NORTHWEST, AS MORE PARTICULARLY DESCRIBED IN THE ORDINANCE.**

**WHEREAS**, on December 14, 2004, the City of Miami Beach Historic Preservation Board held a public hearing and voted unanimously (7 to 0) in favor of recommending that the Mayor and City Commission designate the Flamingo Waterway Historic District; and

**WHEREAS**, on January 25, 2005, the City of Miami Beach Planning Board held a public hearing and voted unanimously (5 to 0; 2 absences) in favor of the proposed designation of said historic district; and

**WHEREAS**, the City of Miami Beach Planning Department has recommended this amendment to the Land Development Regulations of the City Code; and

**WHEREAS**, pursuant to section 118-164(1) of the Land Development Regulations of the City Code, for changes to the actual zoning map designation for a parcel or parcels of land involving less than ten contiguous acres, the City Commission shall hold one public hearing on the proposed ordinance. Immediately following the public hearing, the City Commission may adopt the ordinance; and

**WHEREAS**, the Administration is requesting that the first and only reading public hearing for the proposed designation of the Flamingo Waterway Historic District be set at this time;

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that a first and only reading public hearing shall be held on April 20, 2005, to consider the proposed designation of the Flamingo Waterway Historic District as follows:

Public Hearing First and Only Reading

After 5:00 p.m.

in the City Commission Chambers at 1700 Convention Center Drive, Miami Beach, Florida, and the City Clerk is hereby authorized and directed to publish and distribute the appropriate public notice of said public hearing, at which time all interested parties will be heard.

**PASSED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM & LANGUAGE  
& FOR EXECUTION:**

*M. H. Duffin*      2-14-05  
CITY ATTORNEY      DATE  
*SH*

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida authorizing the Mayor, or his designee, and the City Clerk to execute a Mutual Aid Agreement with the Village of Miami Shores, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit between the City of Miami Beach and the Village of Miami Shores.

**Issue:**

Shall the City of Miami Beach execute a Mutual Aid Agreement with the Village of Miami Shores that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?

**Item Summary/Recommendation:**

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the Village of Miami Shores, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control of personnel, equipment or facilities of the Miami Beach Police Department or the Village of Miami Shores believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

**Advisory Board Recommendation:**

N/A

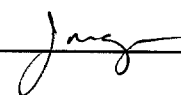
**Financial Information:**

<b>Source of Funds:</b>  <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		<b>Amount</b>	<b>Account</b>	<b>Approved</b>
	<b>1</b>			
	<b>2</b>			
	<b>3</b>			
	<b>4</b>			
	<b>Total</b>			

**City Clerk's Office Legislative Tracking:**

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**Sign-Offs:**

<b>Department Director</b>	<b>Assistant City Manager</b>	<b>City Manager</b>
		

AGENDA ITEM

C7J

DATE

2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF MIAMI SHORES, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF MIAMI SHORES.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City of Miami Beach and the Village of Miami Shores, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Village of Miami Shores Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2010.

### CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DD/RM/PS/CN/HDC

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF MIAMI SHORES, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF MIAMI SHORES.**

**WHEREAS**, it is the responsibility of the respective governments of the City of Miami Beach and the Village of Miami Shores, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the Village of Miami Shores Police Department; and

**WHEREAS**, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and the Village of Miami Shores; and

**WHEREAS**, the City of Miami Beach and the Village of Miami Shores have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with the Village of Miami Shores, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the Village of Miami Shores.


**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION:**

  
\_\_\_\_\_  
City Attorney

2-18-05  
\_\_\_\_\_  
Date

**MUTUAL AID AGREEMENT**  
Between the Village of Miami Shores  
and the City of Miami Beach

**Whereas**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Miami Shores Police Department or the Miami Beach Police Department; and

**Whereas**, the Village of Miami Shores and the City of Miami Beach are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; and,

**Whereas**, the Village of Miami Shores and the City of Miami Beach have the authority under § 23.12, Florida Statutes, *et seq.*, the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

**NOW, THEREFORE**, the Miami Shores Police Department, a Florida municipal corporation, and the Miami Beach Police Department, and the undersigned representatives, in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

**SECTION I: SHORT TITLE:** Mutual Aid Agreement

**SECTION II: DESCRIPTION**

Since this Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement, as described in Chapter 23 Florida Statutes.

**SECTION III: NATURE OF THE LAW ENFORCEMENT ASSISTANCE TO BE RENDERED**

A police officer of the Village of Miami Shores or the City of Miami Beach shall be considered to be operating under the provisions of this Mutual Aid Agreement when:

- participating in law enforcement activities that are preplanned and approved by each respective agency head or his/her designee; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of this Mutual Aid Agreement it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations. The following list may be amended or supplemented from time to time as needs dictate by subsequent declarations:

- 1) Joint multi-jurisdictional criminal investigations.
- 2) Civil disturbances, disobedience, riots, affrays; large protest demonstrations, labor disputes, controversial trials, political conventions, and strikes.
- 3) Any natural disaster including, but not limited to hurricanes, tornadoes, flooding, or wildfires.
- 4) Incidents which require rescue operations and traffic and crowd control measures including, but not limited to, evacuations, aircraft disasters, fires, explosions, gas line leaks, radioactive emergencies, train wrecks and derailments, chemical or hazardous waste spills, or electrical power failures.
- 5) Terrorist activities including, but not limited to, acts of sabotage.
- 6) Escapes from or disturbances within detention facilities.
- 7) Hostage and barricaded subject situations, and aircraft piracy.
- 8) Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits and missing person calls.
- 9) Enemy attack.
- 10) Transportation of evidence requiring security.
- 11) Major sporting events, concerts, parades, fairs, festivals, and conventions.
- 12) Security and escort duties for dignitaries.
- 13) Emergency situations in which one agency cannot perform its functional objective.
- 14) Joint training in areas of mutual need. And
- 15) Incidents requiring utilization of specialized units (*such as bomb disposal units, K-9 units or special weapons and tactics units*).

Further, in recognition of the need for cooperation in the patrol of the waterways within the jurisdictional boundaries of each participating agency, the following declarations are agreed upon:

- 1) That each jurisdiction extends to the other the right to patrol and conduct enforcement activities in their respective waterways.

#### **SECTION IV: PROCEDURE FOR REQUESTING AND AUTHORIZING ASSISTANCE**

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

The agency head's decision in these matters shall be final.

## **SECTION V: COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

**Conflicts:** whenever an officer or other employee is rendering assistance pursuant to this agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supercede the direct order.

**Handling complaints:** whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- 1) The identity of the complainant.
- 2) An address where the complaining party can be contacted.
- 3) The specific allegation.
- 4) The identity of the accused employee(s) without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## **SECTION VI: LIABILITY**

Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes, where applicable.

## **SECTION VII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- a) All employees of the Miami Shores Police Department and the Miami Beach Police Department, including certified law enforcement employees as defined in Chapter 943, Florida Statutes, while actually engaging in mutual cooperation and assistance outside their jurisdictional limits, but inside this state, under the terms of this agreement, shall, pursuant to the provisions of § 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- b) The Miami Shores Police Department and the Miami Beach Police Department agree to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.
- c) As between the parties hereto, the political subdivision that furnishes equipment pursuant to this agreement shall bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- d) As between the parties hereto, the agency furnishing aid pursuant to this agreement shall compensate its officer(s) / employee(s) during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personnel injury or death while such employees are engaged in rendering such aid, to the same degree, manner and extent as if the officer(s)/employee(s) were engaged in the performance of duties within their respective jurisdictions.
- e) The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, Workers' Compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.
- f) Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

- g) Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- h) This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

#### **SECTION VIII: LIABILITY INSURANCE**

Each party shall provide satisfactory proof of liability insurance or self insurance by one or more of the means specified in § 768.28(15)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

#### **SECTION IX: FORFEITURE PROVISIONS**

- a) In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- b) All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action.

#### **SECTION X: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2010. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

#### **SECTION XI: CANCELLATION**

Any party may cancel its participation in this agreement upon thirty (30) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.



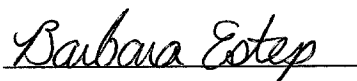
IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.



Thomas Benton  
Village Manager  
Village of Miami Shores, FL

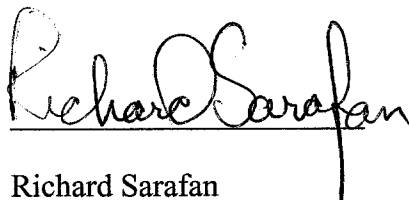
Date: 12/20/04

Attest:



Barbara Estep  
Village Clerk  
Village of Miami Shores, FL

Approved as to form  
and legal sufficiency:



Richard Sarafan  
Village Attorney  
Village of Miami Shores, FL


Jorge Gonzalez  
City Manager  
City of Miami Beach

Date: \_\_\_\_\_

Attest:

Bob Parcher  
City Clerk  
City of Miami Beach

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
City Attorney *MD*

2-17-05  
Date

*Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, p. o. box 1489, Tallahassee, FL 32302, attention: mutual aid, or fax to 904-488-1760*

CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida authorizing the Mayor, or his designee, and the City Clerk to execute a Mutual Aid Agreement with the Village of Indian Creek, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefit between the City of Miami Beach and the Village of Indian Creek.

**Issue:**

Shall the City of Miami Beach execute a Mutual Aid Agreement with the Village of Indian Creek that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations?


**Item Summary/Recommendation:**

The Administration recommends the adoption of this resolution that will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations. The City of Miami Beach and the Village of Indian Creek, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control of personnel, equipment or facilities of the Miami Beach Police Department or the Village of Indian Creek believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:   Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

--

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

AGENDA ITEM

C7K

DATE

2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH THE VILLAGE OF INDIAN CREEK, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND THE VILLAGE OF INDIAN CREEK.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City of Miami Beach and the Village of Indian Creek, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and manmade conditions which are or are likely to be beyond the control, personnel, equipment or facilities of the Miami Beach Police Department or the Village of Indian Creek Police Department believe that it is beneficial for each to participate in a Mutual Aid Agreement as authorized by Chapter 23, Florida Statutes.

The Mutual Aid Agreement will allow for the sharing of law enforcement resources and the rendering of assistance both during routine and intensive law enforcement situations.

This Agreement will take effect when it is signed and will expire on January 1, 2010.

### CONCLUSION

It is recommended that the Mayor and City Commission adopt this Resolution and authorize the signing of the Mutual Aid Agreement that will allow for the sharing of law enforcement resources.

JMG/DD/PS/MG

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK TO EXECUTE A MUTUAL AID AGREEMENT WITH INDIAN CREEK VILLAGE, FLORIDA, FOR THE PURPOSE OF COORDINATING LAW ENFORCEMENT PLANNING, OPERATIONS, AND MUTUAL AID BENEFIT BETWEEN THE CITY OF MIAMI BEACH AND INDIAN CREEK VILLAGE.**

**WHEREAS**, it is the responsibility of the respective governments of the City of Miami Beach and Indian Creek Village, Florida to ensure the public safety of their citizens by providing adequate levels of police service to address any foreseeable routine or emergency situation; and

**WHEREAS**, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of services, personnel, equipment, or facilities of the City of Miami Beach Police Department or the Indian Creek Village Police Department; and

**WHEREAS**, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the City of Miami Beach and Indian Creek Village; and

**WHEREAS**, the City of Miami Beach and Indian Creek Village have the authority under Chapter 23, Florida Statutes, "Florida Mutual Aid Act," to enter into the attached Mutual Aid Agreement.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor, or his designee, and City Clerk are authorized to execute the attached Mutual Aid Agreement with Indian Creek Village, Florida, for the purpose of coordinating law enforcement planning, operations, and mutual aid benefits between the City of Miami Beach and the Indian Creek Village.

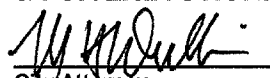
**PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION:**

  
\_\_\_\_\_  
City Attorney

1-15-05  
Date

## MUTUAL AID AGREEMENT

### Between the Village of Indian Creek Public Safety Department and the City of Miami Beach Police Department

WHEREAS, it is the responsibility of the governments of the **Village of Indian Creek**, Florida and the **City of Miami Beach**, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the participating **Miami-Dade County** municipalities; and

WHEREAS, the participating **Miami-Dade County** municipalities have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a mutual aid agreement.

NOW, THEREFORE, BE IT KNOWN, that the **Village of Indian Creek**, subdivision of the State of Florida, and the **City of Miami Beach**, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement
2. Description: Since the Mutual Aid Agreement provides for the requesting rendering of assistance for both routine and law enforcement intensive situation this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement as described in Chapter 23 Florida Statutes.
3. Definitions:
  - A. **Joint declaration:** A document which enumerates the various conditions of situations where aid may be requested or rendered pursuant to this agreement, as determined by concerned agency heads. Subsequent to execution by the concerned agency heads, the joint declaration shall be filed with the clerks of the respective political subdivisions and shall thereafter become part of this Agreement. Said declaration may be amended or supplemented at any time by

the agency heads by filing subsequent declaration with the clerks of the respective political subdivisions.

- B. **Agency or participating law enforcement agency:** Either the **Village of Indian Creek Public Safety Department** or the **City of Miami Beach Police Department**.
- C. **Agency Head:** Either the Chief of the **Village of Indian Creek Public Safety Department**, or the Chief's designees, and the Chief of Police of the **City of Miami Beach Police Department**, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Miami-Dade County**, Florida that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employee:** Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

4. Operations:

- A. In the event that a party to this agreement is in need of assistance as specified in the applicable joint declaration, an authorized representative of the police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and has available resources, and will respond in a manner deemed appropriate.
- B. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.
- C. The agency heads of the participating law enforcement agencies, or the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

5. Powers, Privileges, Immunities, and Costs:

- A. All employees of the participating municipal police department, certified law enforcement employees as defined in Chapter 943, Florida Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall pursuant to the provisions of Chapter 23, Florida Statutes, have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

- B. The political subdivision having financial responsibility for the law enforcement agency providing the services, personnel, equipment, or facilities pursuant to the provisions of this Agreement shall bear any loss or damage to same and shall pay any and all expenses incurred in the maintenance and operation of same.
  - C. The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement shall compensate all of its employees rendering aid pursuant to this Agreement, during the time of rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid for due for compensation due to personal injury or death while such employees are engaged in rendering such aid. Such compensation shall also include all benefits normally due such employees.
  - D. All exemption from ordinances and rules, and all pension, insurance, relief, disability, workers compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same degree, manner, and extent while engaged in the performance of their functions and duties extraterritorial under the provisions of this Mutual Aid Agreement. The provision of this Agreement shall apply with equal effect to paid and auxiliary employees.
- 6. **Indemnification:** The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, subject to Chapter 768, Florida Statutes, where applicable.
  - 7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency. This shall occur pursuant to the provisions of the Florida Contraband Forfeiture Act.
  - 8. **Conflicts:** Any conflicts between this Agreement and the Florida Mutual Aid Act will be controlled by the provisions of the latter, whenever conditions exist that are within the definitions stated in Chapter 23 Florida Statutes.
  - 9. **Effective Date and Duration:** This Agreement shall be in effect from date of signing, through and including **January 1st, 2010**, under no circumstances may this Agreement be renewed, amended or extended except in writing.
  - 10. **Cancellation:** This Agreement may be canceled by either party upon sixty (60) days written notice to the other party. Cancellation will be at the discretion of the Chief executive officers of the parties hereto.

AGREED AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
C. Samuel Kissinger, Village Manager  
Village of Indian Creek, Florida

ATTEST:

\_\_\_\_\_  
Melissa Garciga, Village Clerk  
Village of Indian Creek, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Village Attorney, Village of Indian  
Creek, Florida

\_\_\_\_\_  
Jorge M. Gonzalez, City Manager  
City of Miami Beach, Florida

ATTEST:

\_\_\_\_\_  
Bob Parcher, City Clerk  
City of Miami Beach, Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY



\_\_\_\_\_  
City Attorney, City of Miami Beach,  
Florida *PD*



**JOINT DECLARATION OF THE CHIEF OF THE CITY OF MIAMI BEACH POLICE  
DEPARTMENT AND THE CHIEF OF THE VILLAGE OF INDIAN CREEK PUBLIC  
SAFETY DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when:

participating in law enforcement activities that are pre-planned and approved by each respective agency head, or

appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the **City of Miami Beach**, Florida and the **Village of Indian Creek**, Florida, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trails, political conventions, labor disputes and strikes.
3. Any natural disaster
4. Incidents which require rescue operations and crowd and traffic control measures, including, but not limiting to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from or disturbance within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, backups to emergency and in-progress calls, pursuits, coordinated off-duty work, and missing persons calls.
9. Participating in exigent situations without a formal request which are spontaneous occurrences such as area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners. Traffic stops near municipal boundaries, request for assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured,

calls indicating a crime of incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.

10. Enemy attack
11. Transportation of evidence requiring security.
12. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
13. Security and escort duties for dignitaries.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information.
16. Joint training in areas of mutual need.
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area compromising the jurisdictional waters within respective municipal boundaries.

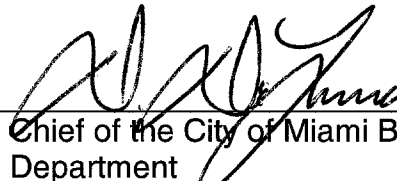
Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of the Village of Indian Creek  
Public Safety Department Public Safety  
Village of Indian Creek, Florida  
Clarke P. Maher

ATTEST:

\_\_\_\_\_  
Melissa Garciga, Village Clerk  
Village of Indian Creek, Florida

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Chief of the City of Miami Beach Police  
Department  
City of Miami Beach, Florida  
Donald W. De Lucca

ATTEST:

\_\_\_\_\_  
Bob Parcher, City Clerk  
City of Miami Beach, Florida

**JOINT DECLARATION AMENDMENT UNDER VILLAGE OF INDIAN CREEK PUBLIC  
SAFETY DEPARTMENT/CITY OF MIAMI BEACH POLICE DEPARTMENT MUTUAL  
AID AGREEMENT**

This agreement amends the Joint Declaration under the Mutual Aid Agreement of \_\_\_\_\_, **200**\_\_, to include and permit concurrent marine patrol related jurisdiction between agencies on the waters, waterways, canals, channels, rivers, lakes, streams, and any and all other bodies of waters, including the Intracoastal Waterway (ICW) that fall within either jurisdiction at this or any future time during the term of this Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **Village of Indian Creek** and the **City of Miami Beach** to the following conditions of concurrent marine patrol related jurisdiction:

1. Both agencies will be permitted to patrol jurisdictional waters of either jurisdiction, and to take enforcement actions as deemed appropriate under city, state, and federal laws, rules, and regulations, and to write boating law violation citations, make arrests, and to attend court on behalf of the other agency.
2. Both agencies agree that any and all incidents, which require an initial (preliminary) police offense incident report (OIR), will be completed by the agency making the initial contact. Any follow-up investigations that are required are to be completed by the jurisdiction the incident occurred regardless of which agency completed the original offense incident report.
3. If an arrest is made by one agency that is operating in the jurisdictional waters of the other agency, and that arrest results in asset forfeiture proceedings, both agencies agree to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. The jurisdiction of civil forfeiture action shall be filed by seizing agency.
4. Both agencies have the right to set their own days and hours for marine patrol and agree to provide assistance and aid to the other agency under the spirit of Mutual Aid Agreement.

This amendment shall become effective upon the signing of both Chiefs of Police and shall remain in effect until either the current Mutual Aid Agreement and Joint Declaration expires or either agency gives written notice to the other agency to rescind this Amendment.

I accept the terms and conditions of the aforementioned Amendment to the current Mutual Aid Agreement and Joint Declaration between the **City of Miami Beach Police Department** and the **Village of Indian Creek Public Safety Department**.

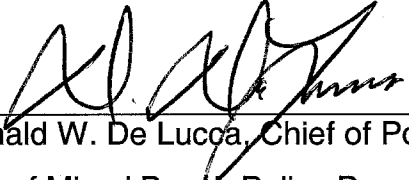
Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
C. Samuel Kissinger, Village Manager  
Village of Indian Creek, Florida

\_\_\_\_\_  
Jorge M. Gonzalez, City Manager  
City of Miami Beach, Florida

\_\_\_\_\_  
Clarke P. Maher, Chief of Public Safety  
Village of Indian Creek Public Safety  
Department

  
\_\_\_\_\_  
Donald W. De Luca, Chief of Police  
City of Miami Beach Police Department

CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY



**Condensed Title:**

Banner approval for the FAB FEST event, taking place at Bayfront Park, Miami, on Friday, March 4, 2005.

**Issue:**

Shall the City Commission approve the placement of light pole banners in the City of Miami Beach to promote the FAB FEST event, taking place at Bayfront Park in the City of Miami?

**Item Summary/Recommendation:**

The purpose of the banners is to promote the FAB FEST event, to be held at Bayfront Park in the City of Miami. This event is a food and beverage tour of the world with unlimited beer and wine samples, great food, and non-stop entertainment.

**Advisory Board Recommendation:**

Not applicable.

**Financial Information:**

**Amount to be expended:**

Source of Funds:				
		Amount	Account	Approved
	1			
	2			
	3			
	4			
<div>Finance Dept.</div>	Total			

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7L

DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PLACEMENT OF THIRTEEN (13) BANNERS FOR THE FAB FEST EVENT, TO BE HELD FRIDAY, MARCH 4, 2005, AT BAYFRONT PARK, IN THE CITY OF MIAMI, AS REQUESTED BY THE APPLICANT AT THE FOLLOWING LOCATIONS: EIGHT (8) ON THE MACARTHUR CAUSEWAY; FIVE (5) ON THE JULIA TUTTLE CAUSEWAY; SAID BANNERS TO BE AFFIXED TO LIGHT POLES IN THE PUBLIC RIGHT-OF-WAY; MEASURING 3 FEET X 7 FEET; HAVING COPY AND DESIGN AS SHOWN ON THE ATTACHED DRAWINGS; AND TO BE INSTALLED AND REMOVED IN ACCORDANCE WITH ALL OTHER APPLICABLE CITY REQUIREMENTS; THE ADMINISTRATION FURTHER RECOMMENDS THAT THESE BANNERS BE INSTALLED NO EARLIER THURSDAY, FEBRUARY 24 AND REMOVED NO LATER THAN FRIDAY, MARCH 4, 2005.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The City Code Section 82-411 (d) requires that the City Commission approve the installation of temporary banners which reads, in part:

1. The right to install, as well as the number, location and method of installation of banners shall be subject to the design review process and approved by the City Manager, or his/her designee for special events taking place in the City of Miami Beach, and by the City Commission for special events held outside of the City of Miami Beach.
  - a) In considering whether to approve light pole banners for events held outside of the City of Miami Beach, the City Commission may, among other factors, consider whether the municipality or other governmental entity hosting that special event would reciprocate such action within its own jurisdiction for special events taking place in the City of Miami Beach.

2. Banners shall not exceed three feet in width by seven feet in length. Banners may be double-sided. The color, design and material of all banners shall be approved under the design review process.
3. Banners announcing special events either to be held in city or to be associated in some manner with the city, as determined by the city commission, may be erected up to 30 days prior to the event being announced and must be removed within seven days after such event.
4. A performance bond shall be required to ensure the removal of the banners in case of advanced deterioration of the banners, or if a dangerous condition presents itself, the city may at its sole discretion direct banners to be removed at any time.

The purpose of the banners is to promote the FAB FEST event, to be held at Bayfront Park in the City of Miami. This event is a food and beverage tour of the world with unlimited beer and wine samples, great food, and non-stop entertainment.

If approval is granted, the proposed temporary banners are recommended to be installed on Thursday, February 24, 2005 and removed no later than Friday, March 4, 2005, by the banner company.

The City Commission should approve the installation of the subject light pole banners for the FAB FEST event, to be held at Bayfront Park, in Miami, FL, on Friday, March 4, 2005.

JMG/CMC/TH/MS/GW/ln

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PLACEMENT OF THIRTEEN (13) BANNERS FOR THE FAB FEST EVENT, TO BE HELD FRIDAY, MARCH 4, 2005, AT BAYFRONT PARK, IN THE CITY OF MIAMI, AS REQUESTED BY THE APPLICANT AT THE FOLLOWING LOCATIONS: EIGHT (8) ON THE MACARTHUR CAUSEWAY; FIVE (5) ON THE JULIA TUTTLE CAUSEWAY; SAID BANNERS TO BE AFFIXED TO LIGHT POLES IN THE PUBLIC RIGHT-OF-WAY; MEASURING 3 FEET X 7 FEET; HAVING COPY AND DESIGN AS SHOWN ON THE ATTACHED DRAWINGS; AND TO BE INSTALLED AND REMOVED IN ACCORDANCE WITH ALL OTHER APPLICABLE CITY REQUIREMENTS; THE ADMINISTRATION FURTHER RECOMMENDS THAT THESE BANNERS BE INSTALLED NO EARLIER THURSDAY, FEBRUARY 24 AND REMOVED NO LATER THAN FRIDAY, MARCH 4, 2005.**

**WHEREAS**, the FAB FEST event (Applicant) will be held at Bayfront Park in the City of Miami on Friday, March 4, 2005; and

**WHEREAS**, in order to publicize the event and draw attention of the media and the public at large, the Applicant has requested the placement of thirteen light pole banners, measuring 3 feet by 7 feet, and to be placed on February 24, 2005, in the following locations: eight (8) on the MacArthur Causeway, and five (5) on the Julia Tuttle Causeway; and

**WHEREAS**, the Applicant has been through the City's required design review permit process in order to obtain approval for said banners; and

**WHEREAS**, said banners are to be installed no earlier than Thursday, January 24, 2005, and removed no later than Friday, March 4, 2005; and

**WHEREAS**, the Applicant has posted a performance bond to ensure the removal of the banners by Friday, March 4, 2005, and will ensure that any damage to light poles will be repaired at its expense, and will meet all other applicable City requirements; and

**WHEREAS**, City Code Section 82-411 (d) requires that the Mayor and City Commission approve the installation of temporary banners for events held outside of the City of Miami Beach.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission approve and authorize the placement of Thirteen (13) banners for the FAB FEST event, to be held Friday, March 4, 2005, at Bayfront Park, in the City of Miami, at



the following City of Miami Beach locations: eight (8) on the MacArthur Causeway; and five (5) on the Julia Tuttle Causeway; said banners to be affixed to light poles in the public right-of-way; measuring 3 feet x 7 feet; having copy and design as shown on the attached drawings; and to be installed and removed in accordance with all other applicable City requirements; the Administration further recommends that these banners be installed no earlier than Thursday, February 24, 2005, and removed no later than Friday, March 4, 2005.

**PASSED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

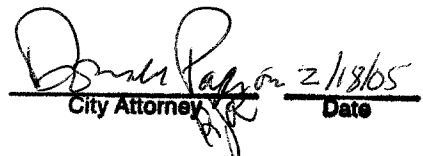
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

JMG:CMC:MS:GW:ln

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APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney      Date 2/18/05

**CITY OF MIAMI BEACH**  
**PLANNING, DESIGN AND HISTORIC PRESERVATION DIVISION**  
**ADMINISTRATIVE DESIGN REVIEW APPLICATION FORM**  
 1700 Convention Center Drive, Miami Beach, FL 33139

Telephone: (305) 673-7660

FAX: (305) 673-7660

**PLEASE TYPE OR USE BOLD PRINT. COMPLETE ALL APPLICABLE ITEMS BELOW.**

**This is a light pole banner permit application**

Name of Business or Property (if any) EAB FEST March 4-6 2005 Single Family Home  
☐ Yes ☒ No

434 NE 102<sup>nd</sup> Street, Miami Shores, FL 33138  
 Address of Property

Same as Above  
 Name of Property Owner

Address of Property Owner (if same, so indicate)  
 Telephone

AAA Flag & Banner Mfg. Co., Inc. 1440 JFK Causeway Ste 429-A North Bay Village, Florida 33141 305-865-4718  
 Name and Address of Contractor Telephone

Name and Address of Applicant (if different than property owner or contractor) Telephone

THE UNDERSIGNED APPLICANT HEREBY CERTIFIES THAT HE/SHE UNDERSTANDS THAT A COMPLETED "OWNERS AFFIDAVIT" EXECUTED BY THE OWNER OF THE SUBJECT PROPERTY SHALL BE SUBMITTED TO THE MIAMI BEACH BUILDING DEPARTMENT, IF REQUIRED, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. THE UNDERSIGNED FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED (ON BEHALF OF THE OWNER) TO REQUEST THE ABOVE ADMINISTRATIVE DESIGN REVIEW APPROVAL.

Melissa Frantz Melissa Frantz 1/19/05  
 Signature of Applicant (Print Name) Date Signed

**SEE REVERSE SIDE FOR EXHIBITS AND FEES REQUIRED NOTES:**

1. The fee must be paid at the time of application: If paying by check please make it payable to the "City of Miami Beach"
2. For additional information on required exhibits, please refer to the application instructions on the reverse side.
3. An administrative design review approval shall only be effective when this form is executed by an authorized staff person of the P.D. & H.P. Division.
4. If mailing, send to: Planning, Design & Historic Preservation Division, 1700 Convention Center Drive Miami Beach, FL 33139

**(Do Not Write Below This Line - For Staff Use Only)**

☐ Antenna ☐ Awnings ☐ Fence ☐ Flags ☐ Paint ☐ Parking Lot ☐ Ramp ☐ Shutters ☐ Sign ☐ Storefront ☐ Windows

File No. \_\_\_\_\_

Date Approved 1-21-05 Init: BR

MCR #: \_\_\_\_\_

FEE: \$ \_\_\_\_\_

*light pole banners.*

[illegible]

**Light Pole Banners Display Schedule**  
**For**  
**SoBe Fab Fest**  
**March 4-5-6, 2005**  
**Display Dates**  
**Feb 20- March 6, 2005**

**Locations****Poles**

Miami Beach

~~5<sup>th</sup> Street from Alton Road to Ocean Drive~~

05

*Julia Tuttle Causeway*

Macarthur Causeway from Cost Guard Station to Alton

08

~~Washington Ave from 11<sup>th</sup> to Dade Blvd~~~~40~~13~~25~~

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution approving the appropriation and expenditure of \$30,000 in Concurrency Mitigation/North Beach Funds for general traffic and transportation engineering consulting services to perform traffic counts and a traffic study in North Beach.

**Issue:**

Shall the City utilize Concurrency Mitigation Funds for traffic and transportation engineering consulting services?

**Item Summary/Recommendation:**

The City Commission directed in December 2004 to study the possibility of making one-way northbound the section of Harding Avenue from 69<sup>th</sup> Street to 72<sup>nd</sup> Street. In order to perform the study, the City will need to update traffic data in the North Beach general study area (Attachment A).

The two traffic consulting services to be funded are:

1. One-way feasibility evaluation of Harding Avenue, from 69<sup>th</sup> to 72<sup>nd</sup> Streets, at \$15,920; and
2. Update of traffic counts in North Beach, at approximately \$13,844.

The Concurrency Mitigation/North Beach Fund is recommended as the appropriate source to fund the above-mentioned work orders. (Attachment B). The Administration recommends approval.

**Advisory Board Recommendation:**

N/A

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1	\$30,000	158.6237.000335 CMF/NB	
	2			
	3			
	4			
	<b>Total</b>	\$30,000		

**City Clerk's Office Legislative Tracking:**

Amelia Johnson/Robert Halfhill

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Feb2305\Consent\Transportation Consulting Summary.doc

AGENDA ITEM C7M  
DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE APPROPRIATION AND EXPENDITURE OF \$30,000 IN CONCURRENCY MITIGATION / NORTH BEACH FUNDS FOR GENERAL TRAFFIC AND TRANSPORTATION ENGINEERING CONSULTING SERVICES IN NORTH BEACH.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution:

### ANALYSIS

The City Commission directed in December 2004 to study the possibility of making one-way northbound the section of Harding Avenue from 69<sup>th</sup> Street to 72<sup>nd</sup> Street. In order to perform the study, the City will need to update traffic data in the North Beach general study area including traffic counts and turning movements (Attachment A).

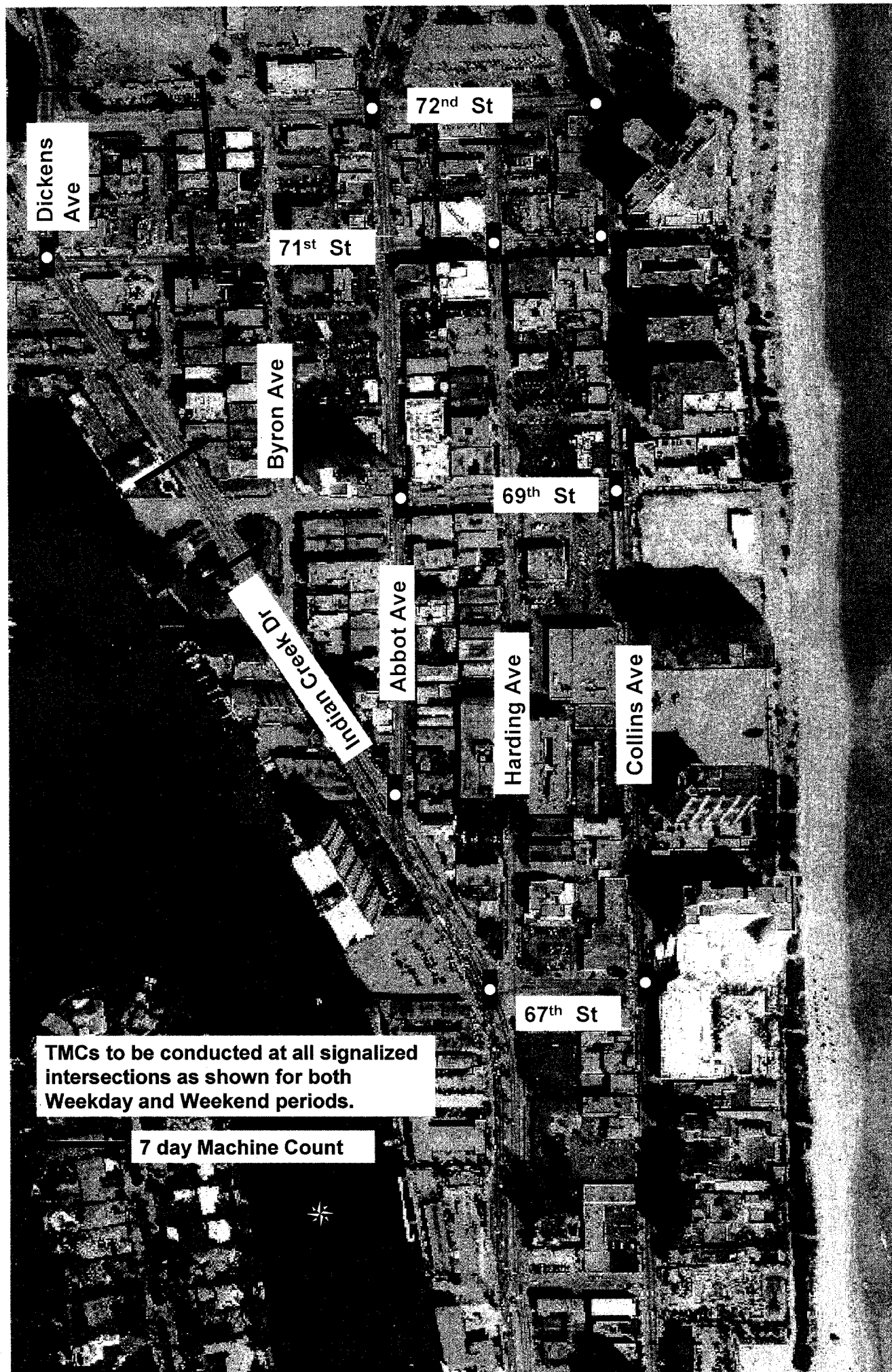
The two traffic and transportation engineering services that need to be conducted by consultants, via separate work orders to be authorized by the City Manager and/or his designee, are:

1. One-Way Feasibility Study of Harding Avenue, from 69<sup>th</sup> to 72<sup>nd</sup> Street, at \$15,920;
2. Update of Traffic Counts in North Beach, at approximately \$13,844.

The Concurrency Mitigation/North Beach Fund is recommended as the appropriate source to fund the above-mentioned tasks. A status report on the Concurrency Mitigation Fund is attached. (Attachment B).

The Administration recommends approval of the Resolution.

Attachments: A Traffic Data to be collected in North Beach  
B Concurrency Mitigation Fund-Status of Receipts and Appropriations





CITY OF MIAMI BEACH  
**CONCURRENCY MITIGATION FUND  
REVENUES AND APPROPRIATIONS HISTORY**

Total Concurrency Mitigation Funds Collected from program inception through 08/13/04 ..... \$ 5,759,891

	From Which TCMA?	Reason for Appropriation	Resolution No.	Reso. Date	Appropriated Amount	Fund Balance
1	SoBe	FY 2000-01 Electrowave (EW) Operating Budget	2000-24132	10/18/2000	\$ 50,000	\$ 5,709,891
2	SoBe	Hotel Fiscal Analysis/Collins Ave.Proj. (Lincoln Rd. to 26th St.)	2000-23918	05/10/2000	12,500	5,697,391
3	SoBe	Liaison between City & FDOT Construction Projs. In SoBe	2000-23905	05/10/2000	20,000	5,677,391
4	SoBe	Additional Legal Services for TCMA Plan (Siemon Larsen)	2000-23904	05/10/2000	5,000	5,672,391
5	SoBe	EW Shuttle Long-Range Plan - Corradino Group	2000-24155	11/29/2000	10,000	5,662,391
6	MBeach	Alton Road Traffic Calming Study - Corradino Group	2001-24274	02/21/2001	5,000	5,657,391
7	SoBe	FY 2001-02 EW Operating Budget	2001-24586	09/21/2001	150,000	5,507,391
8	MBeach	41st Street at Indian Creer dual left turn - Corradino Group	2001-24595 *	09/20/2001	56,000	5,451,391
9 **	SoBe	Original City match to TOP grant for 16th Street Design **	2001-24587**	09/20/2001	20,000	5,431,391
10	SoBe	CIGP grant match/Alton Rd. Signal Enhancements - PBS&J	2002-24796	03/20/2002	70,000	5,361,391
11	MBeach	Cost overrun (County permit fee) 41st Street Project	2002-24869	05/29/2002	1,000	5,360,391
12	3 TCMA's	\$10,000 addition to \$50,000 MMP/CMS Update	2002-24937	07/31/2002	10,000	5,350,391
13	SoBe	FY 2002-03 EW Operating Budget	2002-25012	09/26/2002	300,000	5,050,391
14	SoBe	FY 2003-04 EW Operating Budget	2003-25355	09/18/2003	443,800	4,606,591
15	SoBe	City match to MPO grant for 16th Street Corridor Master Plan	2004-25589	06/09/2004	30,000	4,576,591
16 **	SoBe	Add'l funds for 16th Street Corridor Design (total: \$90,000) **	2004-25590**	06/09/2004	70,000	4,506,591
17	SoBe	FY 2004-05 Local Shuttle Operating Budget	2004-25705	09/28/2004	452,071	4,054,520
18	NoBe	Proposed \$30,000 for Gen. Traffic/Transp. Engineering Servs.				
19	3 TCMA's	Proposed \$125,000 for Coastal Comm Transp. Master Plan				

**Total Concurrency Mitigation Funds Appropriated to Date:**

\$1,705,371

\* Resolution N. 2001-24595, above-mentioned, rescinded Resolution No. 2001-24492, of 06/27/01, which had appropriated only \$24,000  
\*\* Funds appropriated by two Resolutions dated 9/20/01 and 6/9/04 for the 16th Street Corridor Design

**ATTACHMENT B**

## **RESOLUTION TO BE SUBMITTED**

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, waiving by 5/7ths vote, the formal competitive bidding requirements, finding such waiver to be in the best interest of the City, and authorizing the City Manager's designee, who shall be the Property Management Director, a licensed general contractor, to select, negotiate, and award all contracts, agreements, purchase orders, and change orders for the purchase of all necessary goods and services relative to the Richmond Hotel Beachwalk Extension Project.

**Issue:**

Shall the City authorize the Property Management Director to select, negotiate, and award all contracts, (construction and professional), relative to the Richmond Hotel Beachwalk Extension Project?

**Item Summary/Recommendation:**

During the time when the Florida Department of Environmental Protection issued a proposed order to authorize and approve the City's application for the Beachwalk permit, the Wallace Corporation, owner of the Richmond Hotel, opposed. As a result, the project design was amended so that the Beachwalk did not cross the Richmond Hotel property, but stopped to the south and resumed to the north of the property. The Florida Department of Environmental Protection has since rejected the Wallace petition and issued a Notice to Proceed on October 4, 2004.

In order to expedite the completion of the Beachwalk project, the Administration recommends that the Mayor and City Commission adopt the Resolution allowing the Property Management Director to serve as the General Contractor of record and further authorize the Property Management Director to select, negotiate, and award all contracts, agreements, purchase orders, and change orders for the purchase of all necessary goods and services (construction and professional) relative to the completion of the Richmond Hotel Beachwalk Extension Project. The total project cost is estimated to be \$30,000.

**Advisory Board Recommendation:**

n/a

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> </div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Brad Judd/Bob Halfhill

**Sign-Offs:**

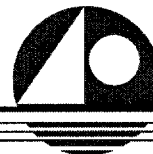
Department Director	Assistant City Manager	City Manager
FHB	RSM	JMG

AGENDA ITEM C7N

DATE 2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM NO.

**To:** Mayor David Dermer and  
Members of the City Commission

Date: February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER'S DESIGNEE, WHO SHALL BE THE DIRECTOR OF PROPERTY MANAGEMENT DIVISION, A LICENSED GENERAL CONTRACTOR, TO SELECT, NEGOTIATE, AND AWARD ALL CONTRACTS, AGREEMENTS, PURCHASE ORDERS, AND CHANGE ORDERS FOR THE PURCHASE OF ALL NECESSARY GOODS AND SERVICES (CONSTRUCTION AND PROFESSIONAL) RELATIVE TO THE RICHMOND HOTEL BEACHWALK EXTENSION PROJECT, PROVIDING THAT ALL DOCUMENTS BE REVIEWED BY THE APPROPRIATE MEMBERS OF THE ADMINISTRATION, CITY ATTORNEY'S OFFICE, AND CONTAINS MINIMUM TERMS AND CONDITIONS AS SET FORTH IN THIS RESOLUTION; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL AGREEMENTS RELATIVE TO THE AFORESTATED PROJECTS.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The work specified consists of all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for the construction work on the Beachwalk Bicycle/Pedestrian Trail Project Extension, located in Miami Beach, Florida east of Collins Avenue along the Atlantic Ocean behind the Richmond Hotel at 1757 Collins Avenue. The work under this Project includes, but is not limited to: 1) grading and filling of trail area; 2) installation of new paverstone walkway and pilasters; 3) installation of new lighting system; 4) installation of new landscaping and landscape irrigation system, and 5) all other work indicated on the contract documents. Total cost of this project is estimated to be \$30,000.

Section 2-366 of the City Code, entitled *Contract Procedures*, states that *all supplies and equipment, except as otherwise provided in this division, when the estimated cost thereof shall exceed \$25,000.00, shall be purchased by formal, written contract and/or purchase order from the lowest and best responsible bidder, after due notice inviting proposals; however, the city commission shall have authority to waive execution of formal contract in cases where it deems it advisable to do so.*

If the City's Property Management Director is approved as the General Contractor for this project, at times there will be a need for the acquisition of goods and services that may exceed the \$25,000 bidding threshold. Therefore, as a result of the time needed to complete formal bid processes (i.e. 90-120 days) each time that Property Management Division has a need to augment its existing resources for goods and services in excess of \$25,000, this important project will be placed on hold or delayed significantly. Pursuant to Section 2-367(e) of the City Code entitled *Rejection of bids; negotiation; waiver of competitive bidding*, the City Commission, upon written recommendation of the City Manager, may by resolution adopt by a five-sevenths vote of the City Commission a waiver of competitive bidding when the City Commission finds such waiver to be in the best interest of the City.

The following are reasons why the waiver of competitive bidding is in the best interest of the City:

- **Cost Reduction of Project Materials.**

By utilizing in-house General Contractor services, the City will have the ability to purchase the majority of building materials needed for the project, directly from the manufacturer. External contractors would be required to purchase these materials from a supply house that would increase the costs of the purchase of supplies by adding stocking charges, plus overhead and profit on top of the manufacturer costs. This would provide a substantial saving to the City on material purchases for the project.

- **Savings of General Contractor and Subcontractor's Overhead and Profit.**

In outsourced projects, general contractors add a typical range of 15-20% on top of project cost for overhead expenses and profit. By using in-house services, this would be a direct cost savings to the City for these items. Additionally, as electrical, plumbing, painting, and carpentry could also be provided under in-house services, limited sub-contractors would be required for the project. This would also provide savings to the City on overhead and profit costs that would also be required to be paid to the subcontractors.

- **Project Scheduling to Accommodate Merchants and Special Event Needs.**

Under routine contractual agreements, the general contractor provides a workflow schedule that is inflexible in accommodating unforeseen circumstances or required change of workflow without the requirement of a project change order or additional costs. In-house contracting would provide flexibility of schedules to work with unforeseen circumstances including special events, and special needs of the adjacent properties without the need for change orders or extra costs for the project.

- **Proven Track Record**

The Property Management Director has provided General Contracting services for the City on many past projects. These include the construction of the Electrowave facility on Terminal Island, the design and renovations of the Byron Carlyle Theater, The Lincoln Road Lighting and Fountain Enhancement project, the Pinetree Park GO Bond project, the Fire Station #2 Maintenance Facility GO Bond project, the renovation of the VCA and 555 Buildings, ADA compliance projects Citywide, and multiple major renovations to the City Hall, 21 Street Community Center, and the Historic City Hall Buildings. Each of these projects was completed on or below the estimated budget for the projects.

## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, waiving by 5/7ths vote, the formal competitive bidding requirements, finding such waiver to be in the best interest of the City, and authorizing the City Manager's designee, who shall be the Property Management Director, a licensed general contractor, to select, negotiate, and award all contracts, agreements, purchase orders, and change orders for the purchase of all necessary goods and services relative to the structural floor replacements in Fire Station #1 and Fire Station #3.

**Issue:**

Shall the City authorize the Property Management Director, to select, negotiate, and award all contracts, (construction and professional) relative to the structural floor replacements of Fire Station #1 and Fire Station #3?

**Item Summary/Recommendation:**

The concrete floors in Fire Station #1 and Fire Station #3 have cracked and deteriorated from the heavy equipment that is parked inside the facilities. BEA International, Inc. was hired from the City's rotational architectural/engineering agreement to provide for a structural evaluation of the floors. The structural evaluation revealed the existing floors of the Fire Stations had inadequate drainage systems that had led to voids under the concrete slabs and that the concrete slabs were not designed to support the weight of the large fire trucks that are currently used by the Fire Department. BEA International, Inc. was directed to prepare all required calculations and construction documents to provide for a proper drainage system and the structural concrete slabs required to support modern fire trucks and equipment for the two Fire Stations. The construction documents are scheduled to be complete in March. The estimated project cost for both Fire Stations is \$120,000.

In order to expedite the completion of the structural floor replacements in Fire Station #1 and Fire Station #3, the Administration recommends that the Mayor and City Commission adopt the Resolution allowing the Property Management Director to serve as the General Contractor of record and further authorize the Property Management Director to select, negotiate, and award all contracts, agreements, purchase orders, and change orders for the purchase of all necessary goods and services (construction and professional) relative to the completion of the structural floor replacements in Fire Station #1 and Fire Station #3 Project. This project execution approach has been used successfully before in projects such as the Byron Carlyle Theater Renovations and the Lincoln Road Lighting and Fountains Enhancements.

The Administration recommends approval.

**Advisory Board Recommendation:**

n/a

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1	120,000	125.6330.000676	
	2			
	3			
	4			
	<b>Total</b>	120,000		

**City Clerk's Office Legislative Tracking:**

Brad Judd/Robert Halfhill

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C70  
DATE 2-23-05



# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM NO.

**To:** Mayor David Dermer and  
Members of the City Commission

Date: February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7THS VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING THE CITY MANAGER'S DESIGNEE, WHO SHALL BE THE PROPERTY MANAGEMENT DIRECTOR, A LICENSED GENERAL CONTRACTOR, TO SELECT, NEGOTIATE, AND AWARD ALL CONTRACTS, AGREEMENTS, PURCHASE ORDERS, AND CHANGE ORDERS FOR THE PURCHASE OF ALL NECESSARY GOODS AND SERVICES (CONSTRUCTION AND PROFESSIONAL) RELATIVE TO THE STRUCTURAL FLOOR REPLACEMENTS OF FIRE STATION #1 AND FIRE STATION #3 PROJECT, PROVIDING THAT ALL DOCUMENTS BE REVIEWED BY THE APPROPRIATE MEMBERS OF THE ADMINISTRATION, CITY ATTORNEY'S OFFICE, AND CONTAINS MINIMUM TERMS AND CONDITIONS AS SET FORTH IN THIS RESOLUTION; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL AGREEMENTS RELATIVE TO THE AFORESTATED PROJECTS.

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### ANALYSIS

The work specified consists of all labor, machinery, tools, means of transportation, supplies, equipment, materials, and services necessary for the construction work on the structural floor replacement of Fire Station #1 and Fire Station #3. The work under this Project includes, but is not limited to: 1) demolition of the existing floors; 2) grading; 3) installation of drainage systems; (4) reinforcing steel; 5) installation of new concrete structural floors; and 5) all other work indicated on the contract documents. The estimated project cost for both Fire Stations is \$120,000.

Section 2-366 of the City Code, entitled *Contract Procedures*, states that *all supplies and equipment, except as otherwise provided in this division, when the estimated cost thereof shall exceed \$25,000.00, shall be purchased by formal, written contract and/or purchase order from the lowest and best responsible bidder, after due notice inviting proposals; however, the city commission shall have authority to waive execution of formal contract in cases where it deems it advisable to do so.*

If the City's Property Management Division is approved as the General Contractor for this project, at times there will be a need for the acquisition of goods and services that may exceed the \$25,000 bidding threshold. Therefore, as a result of the time needed to complete formal bid processes (i.e. 90-120 days) each time that Property Management Division has a need to augment its existing resources for goods and services in excess of \$25,000, this important project will be placed on hold or delayed significantly. Pursuant to Section 2-367(e) of the City Code entitled *Rejection of bids; negotiation; waiver of competitive bidding*, the City Commission, upon written recommendation of the City Manager, may by resolution adopt by a five-sevenths vote of the City Commission a waiver of competitive bidding when the City Commission finds such waiver to be in the best interest of the City.

The following are reasons why the waiver of competitive bidding is in the best interest of the City:

- **Cost Reduction of Project Materials.**

By utilizing in-house General Contractor services, the City will have the ability to purchase the majority of building materials needed for the project, directly from the manufacturer. External contractors would be required to purchase these materials from a supply house that would increase the costs of the purchase of supplies by adding stocking charges, plus overhead and profit on top of the manufacturer costs. This would provide a substantial saving to the City on material purchases for the project.

- **Savings of General Contractor and Subcontractor's Overhead and Profit.**

In outsourced projects, general contractors add a typical range of 15-20% on top of project cost for overhead expenses and profit. By using in-house services, this would be a direct cost savings to the City for these items. Additionally, as electrical, plumbing, painting, and carpentry could also be provided under in-house services, limited sub-contractors would be required for the project. This would also provide savings to the City on overhead and profit costs that would also be required to be paid to the subcontractors.

- **Project Scheduling to Accommodate Special Needs.**

Under routine contractual agreements, the General contractor provides a workflow schedule that is inflexible in accommodating unforeseen circumstances or required change of workflow without the requirement of a project change order or additional costs. In-house contracting would provide flexibility of schedules to work with unforeseen circumstances including special needs, without the need for change orders or extra costs for the project.

- **Proven Track Record**

Property Management has provided General Contracting services for the City on many past projects. These include the construction of the Electrowave facility on Terminal Island, the design and renovations of the Byron Carlyle Theater, The Lincoln Road Lighting and Fountain Enhancement project, the Pinetree Park GO Bond project, the Fire Station #2 Maintenance Facility GO Bond project, the renovation of the VCA and 555 Buildings, ADA compliance projects Citywide, and multiple major renovations to the City Hall, 21 Street Community Center, and the Historic City Hall Buildings. Each of these projects was completed on or below the estimated budget for the projects.

**Recommendation:**

That the Mayor and City Commission adopt the Resolution. This project execution approach has been used successfully before in projects such as the Byron Carlyle Theater Renovations and the Lincoln Road Lighting and Fountains Enhancements.

## **RESOLUTION TO BE SUBMITTED**

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**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**



**Condensed Title:**

A Resolution authorizing submission of a grant application to the Municipal Grant Program of the Metropolitan Planning Organization (MPO), toward a Coastal Communities Transportation Master Plan Study, which is estimated to be \$275,000; with an understanding that, if the grant is awarded, there will be a shared local matching fund obligation; and the study will be conducted by the MPO on behalf of the seven participating coastal municipalities.

**Issue:**

Shall the City submit a grant application to the MPO for the Coastal Communities Master Plan Study?

**Item Summary/Recommendation:**

On January 10, 2005, seven coastal municipalities met in Miami Beach to discuss the preparation of a Coastal Communities Transportation Master Plan. Miami Beach agreed to submit a \$275,000 joint grant application to the MPO's Unified Planning Work Program (UPWP) to fund and conduct the study. The UPWP grant application was not approved by the MPO.

The MPO's 2006 Municipal Grant Program (MGP) is accepting applications through March 5, 2005 which could be applied to the Coastal Communities Transportation Master Plan study. The grant, if/when awarded, will require a \$125,000 shared local matching obligation. For grant application purposes, it is recommended that the City express willingness to appropriate the matching funds, if/when applicable. As a parallel effort, the City will strive to collect a fair-share contribution from the participating municipalities.

The Administration recommends approval.

**Advisory Board Recommendation:**

Coastal Communities Joint Meeting of January 10, 2005.

**Financial Information:**

Source of Funds:		Amount	Account	Approved
<div><div></div><div>Finance Dept.</div></div>	1			
	2			
	3			
	4			
	Total			

**City Clerk's Office Legislative Tracking:**

Robert Halfhill

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Feb2305\Regular\Coastal Comm Grant Application Summary.doc

AGENDA ITEM

C7P

DATE

2-23-05

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 23, 2005

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO SUBMIT A GRANT APPLICATION FOR THE \$150,000 MUNICIPAL GRANT PROGRAM OF THE MIAMI-DADE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO), FOR A COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN STUDY, WHICH IS ESTIMATED TO COST \$275,000; WITH THE UNDERSTANDING THAT, IF THE GRANT IS AWARDED, THERE WILL BE A SHARED LOCAL MATCHING FUND OBLIGATION; AND THAT THE STUDY WILL BE CONDUCTED BY THE MPO, ON BEHALF OF THE SEVEN COASTAL COMMUNITIES INVOLVED IN THE EFFORT.**

### ADMINISTRATION RECOMMENDATION

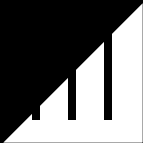
Adopt the Resolution.

### ANALYSIS

The City of Miami Beach hosted a meeting of coastal communities on January 10, 2005 that included Aventura, Sunny Isles Beach, Bal Harbour, Bay Harbor Islands, Surfside, and North Bay Village. It was agreed to submit a joint grant application to the Metropolitan Planning Organization (MPO), for the funding and preparation of a "Coastal Communities Transportation Master Plan," that was estimated to cost \$275,000. The scope of the study is attached.

On January 14, 2005, the Coastal Communities joint grant application was submitted by Miami Beach to the 2006 Unified Planning Work Program (UPWP) of the MPO. The grant application was not recommended for award by the UPWP Selection Committee. The UPWP had only \$140,000 in funds available, and of the thirteen (13) applications received, only two were recommended for award: An "Arterial Grid Network Analysis," at \$60,000; and "Visioning the Future," at \$80,000, both submitted by the MPO.

The MPO recommended that Miami Beach submit the Coastal Communities application under their 2006 Municipal Grant Program (MGP), with a submission deadline of March 5, 2005. This grant program is funded at \$150,000. The grant, if awarded, will require \$125,000 in matching funds.



In order to meet the March 5, 2005 MPO deadline, it is recommended that Miami Beach (on behalf of the joint municipalities) express willingness to commit \$125,000 in shared local matching funds, if the grant is awarded. As a parallel effort, the Administration will strive to collect the pro-rata share of the \$125,000 local match from the coastal communities involved in the study. Based on population distribution, one manner to capture fair-share municipal contributions would be as follows:

Municipality	Population	Distribution	Matching Funds
Aventura	26,142	17.3%	\$ 21,674
Bay Harbour Village	3,309	2.2%	2,743
Bay Harbor Islands	5,118	3.4%	4,243
Miami Beach	88,972	59.0%	73,766
North Bay Village	6,689	4.4%	5,546
Sunny Isles Beach	15,477	10.3%	12,832
Surfside	5,061	3.4%	4,196
Totals	150,768	100%	\$125,000

Other formulas may also be explored as the subject is discussed with the affected and participating municipalities. There is no guarantee and there has been no advance commitment from other coastal communities that they will agree to help fund this study.

If the grant is awarded, the Administration will submit a future Agenda item recommending the appropriation of the Miami Beach share of the matching funds.

The Administration recommends approval of the Resolution.

  
JMG/RM/FB/RH/AJ

Attachment: Application to the MPO Municipal Grant Program



## **FY 2006 UNIFIED PLANNING WORK PROGRAM**

### **TASK NUMBER AND TITLE: 4.13 MUNICIPAL GRANT PROGRAM**

#### **COASTAL COMMUNITIES TRANSPORTATION MASTER PLAN**

##### **OBJECTIVES:**

- Study the existing and future sub-regional transportation network through extensive data collection, analysis, and public involvement.
- Develop a multi-modal list of projects, designed to address identified needs based on the scientific and subjective nature of the project.
- Quantify the cost of these projects, relative to their planning, design and construction.
- Prioritize the list of projects into an Implementable 10 year Coastal Communities Transportation Master Plan.
- Achieve community consensus, and approval by each governing body involved.
- Enhance regional mobility, in a coordinated manner.

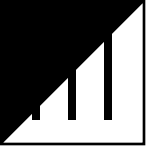
##### **PREVIOUS WORK:**

- In the late 1990's the Miami Beach Municipal Mobility Plan was developed through a partnership between Miami Beach and the Metropolitan Planning Organization. Its purpose was to examine multi-modal measures by which to mitigate mobility issues on Miami Beach. The vast majority of the 45 projects recommended in this plan have been implemented. Due to this success the plan is already in need of updating. To truly provide a higher level of planning, it is believed that the Mobility Plan must be expanded to examine transportation in coastal Miami-Dade County, in a more coordinated and regional manner. It is recognized that the immediately affected communities do not exist in a vacuum, and leadership and vision are needed to jointly manage the transportation system in the area. What is done in one will have far reaching impacts, not only on each cities immediate neighbors, but on mainland Miami-Dade County. It is for this reason that a highly coordinated effort between the affected cities, FDOT, the Miami-Dade MPO, Miami-Dade County and the South Florida Regional Planning Council is needed.

##### **METHODOLOGY:**

- This effort strives to set an example as a targeted sub-regional attempt at transportation planning which is multi-modal in nature. In doing so it is imperative to produce a plan that is both scientific and personal in nature. Hard data derived from traffic counts and analysis will be projected. Issues arrived at through accepted methodologies will be supported through an extensive public involvement process. The study will portray existing conditions and project conditions in the future, and will provide a clear picture of the origin and destination of traffic affecting the coastal





communities, as traffic flows across the causeways. In addition realistic growth projections will be developed in concert with the MPO, utilizing the future land use maps and build-out scenarios of each city. It will make recommendations that will focus coordinated improvements. It will involve local decision makers in the process.

**Task 1: Public involvement**

Engaging the public and incorporating public input is a multi-level process that takes place consistently throughout the duration of the plan development. The goal shall be community consensus, resulting in approval from each of the governing bodies involved.

**Task 2: Data Collection and Analysis**

Previous work will be used as a guide to the assignment of data collection efforts. Planning work will be coordinated with currently ongoing studies and projects that will have direct and indirect impacts on the relevance and effectiveness of the Master Plan's recommendations. Traffic counts will be taken along key transportation routes. Data will be projected so that future impacts can be examined. It will be important to understand the where current traffic is coming from and where it is going, therefore an efficient and cost effective origin and destination study will be developed.

**Task 3: Needs Assessment**

A three level analyses (intersection, corridor, regional) will point to various levels of need, for various modes both in and adjacent to the coastal communities. Identified needs will be organized into logical multi-modal categories. From this assessment a list of potential projects will be developed.

**Task 4: Development of Potential Projects**

Each project will be conceptually developed. This will entail the formulation of a project sheet for each project that details the project specifics, which will aid in the prioritization process.

**Task 5: Implementation Plan**

The first section of this plan, the data and analysis is an effort to provide a snapshot of future transportation issues and trends which will impact the study area. The Master Plan should establish a vision for transportation and make recommendations for meeting the identified needs. These needs will be met in the second section of the plan, with the development of projects and Implementation Plan.

**END PRODUCTS :**

- Public Involvement Technical Memorandum
- Assessment of Existing and Future Conditions Technical Memorandum
- Project Bank
- Implementation Plan

- Executive Summary

**PROJECT MANAGER:**

TBD by MPO

**PARTICIPATING AGENCIES, CITIES:**

- Aventura, Sunny Isles Beach, Bal Harbor, Bay Harbor, Surfside, North Bay Village, Miami Beach, Metropolitan Planning Organization, Miami-Dade Transit, Florida Department of Transportation–District Six, South Florida Regional Planning Council, Florida Department of Community Affairs.

**WORK SCHEDULE:**

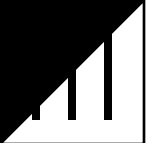
- The technical aspects of this project shall take no longer than nine (9) months

**FUNDING:**

- \$275,000 divided as follows
  - \$150,000 Municipal Grant Program
  - \$125,000 from joint municipalities on a pro-rata share based on population

**APPLICATION DUE DATE:**

- March 5, 2005



## **RESOLUTION TO BE SUBMITTED**